# SUPREME COURT OF THE UNITED STATES.

No. ~~94.~~ 41.

THE HEIRS OF P. F. DUBOURG DE ST. COLOMBE, APPELLANTS,

VERSUS

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT U. S. FOR EASTERN LOUISIANA.

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COURT OF THE UNITED STATES, *Eastern district of Louisiana.*

Be it remembered, that on the twenty-first day of May, in the year of our Lord one thousand eight hundred and thirty, into the district court of the United States of America, in and for the eastern district of Lousiana, came the United States by John Slidell, Esq., their attorney for said district, and filed the following petition:

PETITION.

*To the Hon. Samuel H. Harper, Judge of the district court of the United States, for the eastern district of Louisiana.*

The petition of the United States, by John Slidell, their attorney, shows, that on the 22d day of February, 1816, judgment was entered in favor of the United States, against Peter Francois Dubourg de St. Colombe, for the

sum of one hundred and forty-four thousand eight hundred thirty-two dollars and five cents, which was afterwards, to wit: on the 24th July, 1819, directed to be discharged by the payment of thirty-nine thousand nine hundred and eleven dollars and eighty-eight cents, with interest thereon at 6 per cent. per annum, from the 20th day of October, 1818, until paid, and costs of suit, all of which will more fully appear by reference to the record of the suit against said Dubourg, on the files of this court, No. 875. The United States further say, that with the exception of the sum of three thousand dollars, the whole of said sum now remains due and unpaid. That said P. F. Dubourg de St. Colombe has recently died, leaving as his heirs his legitimate children, Antoinette Caroline Dubourg, wife of Horatio Davis, Louise Marie Dubourg, wife of Seaman Field, Loise Elizabeth Dubourg, wife of Jean Thibaut; Jeanne Charlotte Victoire Dubourg, wife of James Hanson Field, and Louise Aglaé Dubourg, wife of Doradon Bringier; the said parties all residing within the jurisdiction of this court. That Seaman Field is the testamentary executor of the estate of said P. F. Dubourg de St. Colombe. The United States pray, that the aforesaid parties be cited to show cause within ten days, why the aforesaid judgment against said Dubourg should not be declared executory, and why the property of which said Dubourg died possessed, should not be seized and sold to satisfy the same.

JOHN SLIDELL, *D. att'y.*

*Judge's Order.*

Let the defendants show cause in ten days, why the judgment referred to in the foregoing petition should not be declared executory, and why the property of which Peter F. Dubourg de St. Colombe died possessed, should not be seized and sold to satisfy the same.

SAM. H. HARPER, *Judge U. S.*

Upon which petition, the Marshal made the following returns, to wit:

*Marshal's returns.*

Received 22d May, 1830. Served on Seaman Field 1 copy of this for himself, and one as executor, same day.

O. F. BURLINGAME, *Dy. Marshal.*

Served personally on J. H. Field and on Louise Elizabeth Dubourg, wife of Jean Thibaut, on the 26th May.

GEO. A. DELORAINE.

Service acknowledged, N. O. May 28th, 1830.

C. DERBIGNY, *Atty. for Mr. Davis.*

Received the 1st June, 1830. Served at the domicil of Mr. D. Bringier, this 1st day of June, 1830.

FRANCIS LASSELLES,
*U. S. Dy. Marshal.*

And afterwards, to wit: On the 2d day of June, 1830, came Jean Thibaut, husband of Louise Elizabeth Dubourg, by his attorneys, Carleton and Lockett, and filed the following answer, to wit:

*Answer of Jean Thibaut.*

THE UNITED STATES, vs. Heirs of P. F. DUBOURG DE St. COLOMBE. } *District court of the United States, Louisiana district, Eastern district, No.* 2852.

The answer of Jean Thibaut, husband of Louise Elizabeth Dubourg, daughter and heir of said P. F. Dubourg de St. Colombe, deceased, by his counsel, Carleton & Lockett, for himself and in behalf of his said wife, shows:

That this honorable court cannot have and maintain jurisdiction in the premises, because he avers that, prior to the institution of this suit, the said P. F. Dubourg departed this life, leaving for heirs the persons mentioned in the petition herein filed. That Seaman Field, as testamentary executor of said deceased, caused himself to be duly qualified and recognized as such by the only tribunal having jurisdiction over said estate, to wit, the court of probates for the parish and city of New Orleans. That, in obedience to the order of said court, an inventory of said estate, consisting of real property, has been duly made and filed. That said executor is now proceeding under the order of said probate court, to administer upon and sell the property of said estate, and to distribute and pay out the proceeds thereof to the said heirs, or the creditors, according to the dignity of their respective claims; and finally, to settle the affairs of said estate under the exclusive control of said court of probates, the only court that can have cognizance of all matters appertaining to said succession; said estate being now in the possession and under the exclusive control of said court, where alone the demand of the U. States, and all other demands and claims against said estate, can be heard and determined.

This respondent further avers, that the estate of said deceased is insolvent, and that other persons have claims of a superior dignity, and are entitled to be paid in preference to the United States, out of the said estate, which claims can be heard, determined and settled by no other court than the said court of probates, which court has already possession and cognizance of said estate.

Wherefore this respondent prays the judgment of the court, whether it will have and maintain jurisdiction in the premises, and if such jurisdiction be maintained, then that this respondent have leave and time to answer over.

And this respt., &c.

CARLETON & LOCKETT.

And afterwards, to wit: On the said 2d June, 1830, came also Seaman Field, as testamentary executor of the estate of said Dubourg, by his counsel, Carleton and Lockett, and filed the following answer, to wit:

*Answer of Seaman Field, as testamentary Executor.*

THE UNITED STATES, vs. The heirs of P. F. DUBOURG DE St. COLOMBE. } *District court of the U. S., Louisiana district, East. district, No.* 2852.

Seaman Field, sued as testamentary executor of the estate of said Dubourg, comes into court, by his counsel Carleton & Lockett, and says:

That this honorable court cannot have and maintain jurisdiction in the premises, because he avers that, prior to the institution of this suit, the said P. F. Dubourg departed this life, leaving for heirs the persons mentioned in

the petition filed. That this respondent, as tetamentary executor of said deceased, caused himself to be duly qualified and recognized as such by the only tribunal having jurisdiction over said estate, to wit, the court of probates for the parish and city of New Orleans. That in obedience to the order of said court, an inventory of said estate, consisting of real property, has been duly made and filed. That this respondent is now proceeding under the order of said probate court, to administer upon and sell the property of said estate, and to distribute and pay out the proceeds thereof to the said heirs, or the creditors thereof, according to the dignity of their respective claims, and finally, to settle the affairs of said estate, under the exclusive control of said court of probates, the only court to which this respondent, in his aforesaid capacity, is amenable, and the only court that can have cognizance of all matters appertaining to successions; said estate being now in possession of, and under the exclusive control of said court, where alone the demand of the United States, and all other demands and claims against said estate, can be heard and determined.

This respondent further avers, that the estate of said deceased is insolvent, and that other persons have claims of a superior dignity, and are entitled to be paid in preference to the United States, out of the said estate, which claims can be heard, determined and settled by no other court, than the said court of probates, which court has already possession and cognizance of said estate.

Wherefore, this respondent prays the judgment of the court, whether it will have and maintain jurisdiction in the premises, and if such jurisdiction be maintained, then that this respondent have leave and time to answer over.

And this respt., &c.

CARLETON & LOCKETT,
*Att'nys. for respondent.*

And afterwards, to wit: On the said 2d June, 1830, came Seaman Field, husband of Louise Marie Dubourg, daughter and heir of said P. F. Dubourg de St. Colombe, by his counsel, Carleton & Lockett, and filed the following answer, to wit:

*Answer of Seaman Field and wife.*

THE UNITED STATES, *vs.* The heirs of P. F. DUBOURG DE ST. COLOMBE. } *District court of the U. S., Louisiana district, East. district, No.* 2852.

The answer of Seaman Field, husband of Louise Marie Dubourg, daughter and heir of said P. F. Dubourg de St. Colombe, deceased, by his counsel Carleton & Locket, for himself, and in behalf of his said wife, shows:

That this honorable court cannot have and maintain jurisdiction in the premises, because he avers that, prior to the institution of this suit, the said P. F. Dubourg departed this life, leaving for heirs the persons mentioned in the petition herein filed. That this respondent, as testamentary executor of said deceased, caused himself to be duly qualified and recognized as such by the only tribunal having jurisdiction over said estate, to wit, the court of probates for the parish and city of New Orleans. That in obedience to the order of said court, an inventory of said estate, consisting of real property, has been duly made and filed. That this respondent is now proceeding under the order of said probate court, to administer upon, and sell the property of,

said estate, and to distribute and pay out the proceeds thereof to the said heirs, or the creditors thereof, according to the dignity of their respective claims, and finally, to settle the affairs of said estate, under the exclusive control of said court of probates, the only court to which this respondent, in his aforesaid capacity, is amenable, and the only court that can have cognizance of all matters appertaining to successions; said estate belng now in the possession and under the exclusive control of said court, where alone the demand of the United States, and all other demands and claims against said estate, can be heard and determined.

This respondent further avers, that the estate of said deceased is insolvent, and that other persons have claims of a superior dignity, and are entitled to be paid in preference to the United States, out of the said estate, which claims can be heard, determined and settled by no other court, than the said court of probates, which court has already possession and cognizance of said estate.

Wherefore, this respondent prays, the judgment of the court, whether it will have and maintain jurisdiction in the premises, and if such jurisdiction be maintained, that this respondent have leave and time to answer over.

And this respondent, &c.

CARLETON & LOCKETT.

And afterwards, to wit: On the said 2d June, 1830, came James H. Field, husband of Jeanne Charlotte Victorine Dubourg, by his counsel, Carleton & Lockett, and filed the following answer, to wit:

*Answer of James H. Field and wife.*

THE UNITED STATES, *vs.* The heirs of P. F. DUBOURG DE St. COLOMBE. } *District court, United S., Louisiana district, Eastern district.*

The answer of James H. Field, husband of Jeanne Charlotte Victorine Dubourg, daughters and heir of said P. F. Dubourg de St. Colombe, deceased, by his counsel, Carleton & Lockett, for himself and in behalf of his said wife, showeth:

That this honorable court cannot have and maintain jurisdiction in the premises, because he avers that, prior to the institution of this suit, the said P. F. Dubourg departed this life, leaving for his heirs the persons mentioned in the petition herein filed. That Seaman Field, as testamentary executor of said deceased, caused himself to be duly qualified and recognized as such, by the only tribunal having jurisdiction over said estate, to wit, the court of probates for the parish and city of New Orleans. That in obedience to the order of said court, an inventory of said estate, consisting of real property, has been duly made and filed. That said executor is now proceeding under the order of said probate court to administer upon and sell the property of said estate, and to distribute and pay out the proceeds thereof to the said heirs, or the creditors thereof, according to the dignity of their respective claims, and finally to settle the affairs of said estate under the exclusive control of said court of probates, the only court that can have cognizance of all matters appertaining to successions; said estate being now in the possession, and under the exclusive control of said court, where alone the demand of the United States, and all other demands and claims against said estate, can be heard and determined.

This respondent further avers, that the estate of said deceased is insolvent, and that other persons have claims of a superior dignity, and are entitled to

be paid in preference to the United States, out of the said estate, which claims can be heard, determined and settled by no other court, than the said court of probates, which court has already possession and cognizance of said estate.

Wherefore, this respondent prays the judgment of the court, whether it will have and maintain jurisdiction in the premises, and if such jurisdiction be maintained, then that this respondent have leave to answer over.

And this respondent, &c.

CARLETON & LOCKETT.

And afterwards, to wit: On the 5th day of June, 1830, came Doradon Bringier, in behalf of his wife Louise Aglaé Dubourg, by his counsel Carleton & Lockett, and filed the following claim, to wit:

*Answer of Doradon Bringier.*

THE UNITED STATES,
*vs.*
The heirs of P. F. DUBOURG DE St. COLOMBE. } *District court U. States.*

Doradon Bringier, in behalf of his wife Louise Aglaé Dubourg, comes in and files the same answer as Seaman Field and the other co-defendants.

CARLETON & LOCKETT.

And afterwards, to wit: On the 5th day of June, 1830, the following entry was made on the minutes, to wit:

Saturday, 5th June, 1830. The court met pursuant to adjournment. Present Hon. Sam. H. Harper.

*Entry.*

THE UNITED STATES,
*vs.*
Heirs of DUBOURG.

On motion of the Dist. Atty. ordered, that this cause be set for trial on the exception to the jurisdiction for Monday, 7th instant, at 10 o'clock, A. M.

And afterwards, to wit: on the 14th day of June, 1830, the following judgment was entered on record, to wit:

Monday, 14th June, 1830. The court met pursuant to adjournment. Present Hon. Sam. H. Harper.

*Decree.*

THE UNITED STATES,
*vs.*
The heirs and reps. of P. F. DUBOURG.

By consent of parties, the following order is entered of record as of the 7th June instant. This cause having been submitted to the court this day, by consent of parties, and upon the statement of facts by them filed, it is ordered, that the plea of the defendant be overruled; and it is further ordered, that the judgment against P. F. Dubourg de St. Colombe be declared executory, and that the property of which he died possessed, and particularly that specified in the inventory made by the executor Seaman Field, copy of which is annexed to the aforesaid statement of facts, be seized and sold to satisfy the demand of the United States.

Copy of the statement of facts referred to in the above decree:

*Statement of Facts.*

THE UNITED STATES, *vs.* The heirs of P. F. DUBOURG DE St. COLOMBE. } *District court of the U. States, Louisiana district.*

At the trial of this cause, which came on the 7th June, 1830, upon the pleas filed by the defendants to the jurisdiction of the court, the following statement of facts was drawn up, and agreed to by the counsel of the respective parties.

That on the 22d day of February, 1816, judgment was rendered in favor of the United States against P. F. Dubourg for $144,833 5, which was afterwards, to wit, on the 24th July, 1819, directed to be discharged by the payment of $39,911 88, with interest at 6 per cent. per annum, from 20th October, 1818, which last sum and interest is still due and unpaid, with the exception of the sum of $3,000.

That said P. F. Dubourg died on the 29th January, 1830, having made a last will and testament, by which he appointed Seaman Field and Doradon Bringier his executors, and left the persons named in the petition, his heirs, who take his estate under the benefit of an inventory. That under this will the executors applied to the court of probates for the parish and city of New Orleans, on the 9th of February, 1830, and Seaman Field caused himself, by probate of the will and an order of court, to be duly recognized as executor of the estate of the deceased; and thereupon, and under the direction and orders of said court, made out an inventory of said estate, and filed the same in the said court, on the 19th day of May, 1830, a copy of which inventory is annexed, and making a part of this statement of facts. Various persons claim to have privileged and other demands against said estate, such as funeral charges, law charges, &c. &c., and that said estate is insolvent. That the heirs of said Dubourg, in right of their mother, who died on the 12th May, 1811, also claim to have a privilege on the property of the deceased father, none of which claims have been as yet discussed, or settled in the said court of probates.

CARLETON & LOCKETT,
*Atty's. for S. Field, J. H. Field, J. Thibaut and D. Bringier.*
C. DERBIGNY,
*Attorney for Mrs. Davis.*
JOHN SLIDELL,
*District Attorney.*

Copy of the inventory of the property and effects, belonging to the succession of the late P. F. Dubourg, and annexed to the foregoing statement of facts, as making part thereof.

*Inventory. B.*

In the city of New Orleans, State of Louisiana, on the 17th day of February, in the year of our Lord eighteen hundred and thirty, and the fifty-fourth of the American Independence, at 10 o'clock, P. M.

At the request of Seaman Field, Esq. of this city, acting in his capacity as one of the testamentary executors of the late Pierre Francois Dubourg, deceased, and pursuant to an order from the honorable the court of probates,

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in and for the city and parish of New Orleans, dated the 2d day of February instant, rendered on a petition presented to the said court by the said Seaman Field, certified copies of which petition and decree are hereto annexed.

I, Felix de Armas, Notary Public, in and for the city and parish of New Orleans, duly commissioned and sworn, accompanied by and in presence of the undersigned witnesses, repaired to the house belonging to the said deceased, in Dumain street, between Royal and Bourbon streets, where we found, 1st. The said Seaman Field. 2d. Mrs. Louise Marie Dubourg, wife of the said Seaman Field, and by him duly assisted. 3d. Mr. James H. Field, acting for and in behalf of Mr. Michael Doradon Bringier, of the parish of St James, in this State, and Mrs. Louise Aglaé Dubourg, wife of the said Bringier, by virtue of a missive letter from the said Bringier, dated the 4th day of February instant, and hereto annexed.

The said James H. Field further acting in behalf of Mr. Horatio Davis, of the parish of Jefferson, in the State aforesaid, and Mrs. Charlotte Dubourg, wife of the said Horatio Davis, by virtue of a missive letter, dated Donaldsville, the 7th day of February instant, directed to the said James H. Field, which letter is hereto annexed for recourse. 4th. Mrs. Jeanne Charlotte Victoire Dubourg, wife of the said James H. Field, and by her said husband duly assisted. 5th. Mr. John Thibaud, of the parish of Orleans. 6th. Mrs. Jeanne Louise Adile Dubourg, wife of the said John Thibaud, and by him duly assisted. The said Mrs. M. D. Bringier, Mrs. Horatio Davis, Mrs. Seaman Field, Mrs. James H. Field and Mrs. John Thibaud, acting in their capacities as heiresses for one fifth part each, in the estate of the said Pierre Francis Dubourg, their father, whose succession is hereby accepted, with benefit of inventory by the said Mrs. Seaman Field, Mrs. James H. Field, and Mrs. John Thibaut, personally, under assistance and authorization of their husbands, and by the said James H. Field, in behalf of his constituents aforesaid. 7th. The Hon. Gallien Preval, associate judge of the city court, in and for the city of New Orleans. 8th. Mr. Gaspard Baum of this city. 9th, and finally, Marcel Gourd, of said city of New Orleans—the two latter acting as appraisers, duly appointed and sworn to, by me, the said Notary.

Wherefore, after the seals affixed by the said Hon. Gallien Préval, on the effects of the said deceased, had been recognized sound and entire, and removed by him, I, the said Notary, for the preservation of the rights of all persons interested in the succession of the said deceased, Pierre Francis Dubourg, and agreeable to the above recited request and decree, proceeded to take a true and faithful descriptive and estimative inventory of the property, slaves, effects, titles and papers, belonging to the said succession, as follows, to wit:

*In a room of the first story, fronting the Street:*

| | |
|---|---|
| One small mahogany table, valued at five dollars, - - | $ 5 00 |
| One mahogany bureau, valued at twenty-five dollars - - | 25 00 |
| Two mahogany armoirs, valued together at forty dollars, - - | 40 00 |
| One mahogany bedsted, two moss matresses, one bolster and one counterpane, altogether valued at twenty-five dollars, - | 25 00 |
| One stove with its pipes, valued at ten dollars, - - - | 10 00 |
| Two trunks, valued at one dollar, - - - - - | 1 00 |
| One tin box, valued at twenty-five cents, - - - - | 25 |
| One book case, valued at five dollars, - - - - | 5 00 |
| One wash stand, valued at one dollar, - - - - | 1 00 |

Five straw chairs, valued together at two dollars, - - - 2 00
Five pictures, valued altogether at five dollars, - - - 5 00

*In the Parlour.*

Two card tables, valued together at twenty dollars, - - 20 00
One dozen mahogany chairs, valued at eighteen dollars, - - 18 00
Eleven painted straw chairs, valued at six dollars, - - 6 00
One forte piano, (claimed by the children of the said deceased as their property) valued at fifty dollars, - - - - 50 00
One set of Britannia ware, consisting of ten pieces, valued at ten dollars, - - - - - - - - 10 00
One pair of andirons, shovels and tongs, one fender, bellows and two spitting boxes, valued at ten dollars, - - - - 10 00
Chimney ornaments, consisting of candle shades, four candle sticks and two pair of snuffers, valued at ten dollars, - - 10 00
Three pictures, altogether valued at two dollars, - - - 2 00
One do., valued at one dollar, - - - - 1 00
Two mahogany tables, valued at eight dollars, - - - 8 00
One looking glass, valued at ten dollars, - - - - 10 00
One carpet, valued at eight dollars, - - - - - 8 00
One clock, valued at ten dollars, - - - - - 10 00

*In a room, fronting the Yard.*

Two mahogany armoirs, valued altogether at forty dollars, - 40 00
Two common mahogany bedsteads, six moss matrasses, four pillows, two bolsters and two counterpanes, valued at fifty dollars, - - - - - - - - 50 00
One pair andirons, shovels, tongs and fender, valued at five dollars, - - - - - - - - 5 00
One small looking glass, valued at two dollars, - - - 2 00
Six straw chairs, valued at two dollars, - - - - 2 00
One small cherry table, valued at one dollar, - - - 1 00
One pair andirons, shovels, tongs and bellows, valued at three dollars, - - - - - - - - 3 00
Three candlesticks, valued at fifty cents, - - - - 50
One carpet, valued at five dollars, - - - - 5 00
Two cypress couches, valued together at three dollars, - - 3 00
One commode, valued at one dollar and fifty cents, - - 1 50
One saddle, valued at ten dollars, - - - - 10 00
One candle stand, valued at one dollar, - - - - 1 00
One dozen silver spoons and forks, valued at seventy-two dollars, - 72 00
Two sauce spoons and one soup spoon, valued altogether at twenty-four dollars, - - - - - - - 24 00
Twenty-four tea spoons, valued altogether at thirty six dollars, - 36 00
Six silver spoons and forks, valued at twenty-four dollars, - 24 00
One easy-chair, valued at three dollars, - - - - 3 00
One lot of books, valued at forty dollars, - - - - 40 00

*In the Dining Room.*

Fourteen straw chairs, valued altogether at three dollars, - - 3 00
One dining table, composed of three pieces, valued at twenty dollars, - - - - - - - - 20 00

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Two branch and two single candlesticks, snuffers and tray, valued altogether at six dollars, - - - - - 6 00
Two reflecting lamps, valued at one dollar, - - - 1 00
One mahogany side board, valued at twelve dollars, - - 12 00
One liquor stand and five waiters, valued at six dollars, - - 6 00

And there being nothing more found in said house to include in this inventory, all the effects above inventoried were, with the consent of all the interested parties, left to the care and custody of the said Seaman Field, and the continuation of this inventory being postponed until to morrow, at four o'clock P. M., all the said parties signed these presents, together with me, the Notary, and Amedi Ducatel, and Felix Percy, witnesses, residing in this city.

*Signed:*—Seaman Field, test. ex'r., James H. Field, Eliza Field, Victoire Field, Adele Thibaut, Gallien Preval, judge, Gaspard Baum, Ls. Marcel Gourd, Amedi Ducatel, Felix Percy, Felix de Armas, not. pub.

On the 18th day of February, 1830, at 4 o'clock, P. M., and agreeable to adjournment, I, the said Notary, together with the aforesaid parties as witnesses, except Gallien Preval, repaired to the said house, Dumain street, between Royal and Bourbon streets, and there being, we proceeded to take an inventory of the said house and slaves, belonging to the aforesaid succession, as follows, to wit:

*Landed Property.*

One lot of ground, situated in this city, Dumaine street, between Royal and Bourbon streets, measuring forty feet, more or less, front on Dumaine street, by one hundred and twenty deep, together with the building and improvements thereon, valued at six thousand dollars, - - - - 6,000 00

*Slaves.*

Figaro, a creole negro man, aged about twenty-six years, valued at four hundred dollars, - - - - - 400 00
Victoire, an African negro woman, aged about sixty years, valued at fifty dollars, - - - - - 50 00
Gertrude, a Creole mulattress, aged about thirty years, valued at five hundred dollars, - - - - - 500 00
Charlotte, a Creole negro women, aged about sixty years, valued at fifty dollars, - - - - - 50 00
Rosette, a Creole mulattress, aged twenty-seven years, valued at five hundred dollars, - - - - - 500 00
Augustin, a Creole mulatto boy, aged twelve years, valued at three hundred dollars, - - - - - 300 00
Cephise, a Creole mulattress, aged about twenty-six years, house servant, valued at five hundred dollars, - - - 500 00
Isabella, a mulattress, Créole of St. Domingo, aged about forty years, claimed by the heirs as their property, separate from the estate, valued at three hundred dollars, - - - 300 00

Etienne, her son, a mulatto boy, aged about twenty-two years, likewise claimed by the heirs as above stated, valued at five hundred dollars, - - - - - - - 500 00

Bastien, her son, a mulatto boy, aged about nineteen years, likewise claimed as above stated, valued at four hundred dollars, - 400 00

Caroline, daughter of Isabella, a Creole mulattress, aged about seventeen years, also claimed by the heirs as above stated, valued at five hundred dollars, - - - - - 500 00

Arsène, daughter of Isabella, a Creole mulattress, aged about fifteen years, also claimed by the heirs as above stated, valued at four hundred dollars, - - - - - 400 00

Adolphe, son of Isabella, a Creole mulatto boy, aged 12 years, also claimed by the heirs as above atated, valued at three hundred dollars, - - - - - - - 300 00

And then I, the said Notary, together with the aforesaid parties and witnesses, went in Custom house street, where I proceeded to the inventory of a lot of ground, belonging to the said succession, situated in said Custom house street, between Dauphin and Burgundy streets, and measuring 60 feet, more or less, front on Custom house street, by 84 feet, more or less, deep, together with the buildings and improvements thereon, valued at two thousand dollars - - - - 2,000 00

And then I, the said Notary, together with the said parties and witnesses, returned to the house, situated in Dumain street, and there being, I proceeded to the inventory of the papers, titles, &c., belonging to said succession, as follows, viz.

Two trunks and two boxes, containing sundry papers, belonging to the said estate, the detail of which shall be given in a supplementary inventory.

And there being nothing more found to include in this inventory, we have added the several above items, giving a total sum of thirteen thousand, three hundred and fifty-three dollars, and twenty five cents, $13,353 25

And made the following recapitulation:

*Recapitulation.*

| | |
|---|---|
| Moveable effects, six hundred and fifty-three dollars and twenty-five cents, - - - - - - - | - 653 25 |
| Slaves, four thousand seven hundred dollars, - - | - 4,700 00 |
| Landed property, eight thousand dollars, - - | - 8,000 00 |
| Total amount, | $13,353 25 |

And all the above named interested parties, being duly sworn to by me, the Notary, declared, that they have made known every thing within their knowledge, belonging to the said succession. That they have not directly or indirectly diverted, nor do they know that any thing has been diverted therefrom; and that, should hereafter any thing come within their knowledge respecting any property or effects belonging thereto, they will make the same known.

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Whereupon, all the property and effects above inventoried, were, with the consent of all the interested parties, left to the care and custody of the said testamentary executor, who binds himself to represent the same, whenever required so to do.

Thus done, and closed at 6 o'clock, P. M., on the 18th day of February, of the year aforesaid, in presence of Messrs. Felix Percy, Amedée Ducatel and Cs. Victor Foulon, witnesses hereto required, and residing in this city, who signed these presents, together with the said parties, the appraisers, and me, the Notary.

*Signed:*—Seaman Field, test. ex'r., James H. Field, Eliza Field, Victoire Field, Adèle Thibaut, Gaspard Baum, Ls. Marcel Gourd, Foulon, Amedée Ducatel, Felix Percy, Felix de Armas, Not. pub.

I do hereby certify the foregoing to be a true copy.

FELIX DE ARMAS, *Not. Pub.* [L. S.]

NEW ORLEANS, *June the 15th*, 1830.

*Alias Fieri Facias.*

And afterwards, to wit: On the 22d day of June, 1830, the following writ of fieri facias was issued from the clerk's office, to wit:

*The President of the United States, to the Marshal of the eastern district of Louisiana, or to his lawful deputy, Greeting:*

You are hereby commanded, as you have heretofore been, that you demand from Peter F. Dubourg de St. Colombe, and from his heirs and legal representatives, the sum of thirty-nine thousand nine hundred and eleven $\frac{33}{100}$ dollars, with interest at the rate of 6 per cent. per annum, from 20 October, 1818, till paid cash, which the United States lately recovered by judgment of the district court of the United States, for the said district; and if they shall not pay the same in three days after demand, that then you cause the same to be made out of the personal estate of said P. F. Dubourg de St. Colombe, except slaves in your district, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of said Dubourg, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of the said P. F. Dubourg de St. Colombe, in your district, wherof he was owner, on the 22d day of February, 1816, into whose hands soever the same may have come, and that you have these moneys before our court, to render to the said United States for the judgment aforesaid, on the 2d Monday of December, 1830, together with the writ.

Witness, the Hon. Samuel H. Harper, judge of said court, this 22d day of June, 1830.

F. W. LEA, *Clerk.* [L. S.]

*Marshal's Return.*

Upon which writ the Marshal made the following return, to wit: Received 22d June, 1830. Seized the property of P. F. Dubourg on the 23d of June—delayed the advertisement of sale by verbal order of the district attorney. Proceedings stayed by an injunction from court; and this writ, with the order of seizure and sale, returned into court on the 30th June.

O. F. BURLINGAME, *D. M.*

And afterwards, to wit: On the 26th day of June, 1830, the following petition for an injunction was filed in the clerk's office, to wit:

*Petition for Injunction.*

To the Hon. Samuel H. Harper, judge of the district court of the United States, for the Louisiana district, Eastern district.

The petition of Antoinette Caroline Dubourg, wife of Horatio Davis, and by him authorised and assisted; of Louise Marie Dubourg, wife of Seaman Field, and by him authorised and assisted; of Louise Elizabeth Dubourg, wife of John Thibaut, by him authorised and assisted; of Jeanne Charlotte Victoire Dubourg, wife of James H. Field, and by him authorised and assisted; and of Louise Aglaé Dubourg, wife of Doradon Bringier, and by him authorised and assisted; all legitimate children of the late P. F. Dubourg de St. Colombe, and citizens of the State of Louisiana, and residing in New Orleans in said State, shews:

That on or about the 12th May, 1811, Elizabeth Etionette Charest de Lanzon Dubourg, the mother of your petitioners, and the wife of the said P. F. Dubourg de St. Colombe, departed this life, leaving your petitioners heirs to her estate. That there existed a community of property between the said father P. F. Dubourg and Mrs. Dubourg, their mother, which was dissolved by her death on the said 12th May, 1811. That, at the date of the death of their said mother, the community property amounted to thirty thousand dollars and upwards, clear of all debts; and by her death, your petitioners, as her heirs, inherited and became owners of one half thereof, the said P. F. Dubourg, their father, being by law their natural tutor, and holding said half in trust, and administering the same for their use and benefit.

Your petitioners further show, that all the property set forth in the inventory now on file in this honorable court, with the exceptions therein stated, belonged to their said father and mother on the said 12th May, 1811, the date of the death of their said mother, and composed and constituted in part the said community property, which property in the said inventory mentioned, belongs in law and right to your petitioners, and did not belong to their said deceased father. That their right and ownership to said property vested and was in them, long prior to the existence of the claim or demand on the part of the United States.

That as the heirs of their said mother, they have a legal mortgage and privilege by the laws of the State of Louisiana, on the estate of their said father, for the amount inherited by them from their said mother, which they allege to be $15,000; and that, on the said 12th May, 1811, the said legal mortgage of lien and privilege, attached and vested in them, on the estate and property of their said father, who never did and never has rendered them any account of the property they so inherited, or of the administration of the same; and that said legal mortgage, lien, and privilege, so attached and vested prior to the present demand and claim of the United States.

Your petitioners further show, that the United States obtained a judgment against their said father, which judgment was obtained on the 22d February, 1816, for $144,832 5, which was directed to be discharged by the payment of $39,911 88, with interest, on account of which last sum $3000 have been paid, the balance still remaining due, and which judgment is on the records of this honorable court, No. 875, under which a fieri facias has been issued, and the property in the inventory aforesaid set forth, has been

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seized by the Marshal of this honorable court, and is about to be sold to satisfy the said judgment of the United States, to the great and total loss of your petitioners, and to the prejudice of their rights.

Wherefore, they pray, that the United States and the said Marshal may be enjoined to sell the aforesaid property, until the matters and things herein alleged and set forth be tried and determined. That said property in the said inventory be adjudged to belong to your petitioners, or that their claim be decreed to be privileged and paid in preference to that of the United States, and that the premises be enquired of, and tried by a jury.

CARLETON & LOCKETT,
*Att'ys for S. Field, J. H. Field, Mrs. Thibaut and Bringier.*
C. DERBIGNY,
*Attorney for Mrs. Davis.*

Seaman Field, in behalf of his wife, and James H. Field, in behalf of his wife, and the said S. Field, attorney in fact for Mrs. Thibaut, and said J. H. Field, as attorney in fact for Mrs. Bringier, being duly sworn, say: That the material facts, set forth in the foregoing petition, are true to the best of their knowledge and belief.

SEAMAN FIELD.
JAMES H. FIELD.

Sworn to before me, this 26th of June, 1830.

F. W. LEA, *Clerk.*

Charles Derbigny, attorney in fact for Mrs. Davis, being duly sworn, deposeth to the truth of the material facts, seth forth in the foregoing petition, to the best of his knowledge and belief.

C. DERBIGNY.

Sworn to before me, this 26th June, 1830.

F. W. LEA, *Clerk.*

*Judge's Order.*

Let an injunction issue as prayed for, on condition, that the complainants give bond in the sum of twenty thousand dollars, with Seman Field as surety, conditioned according to law.

SAM. H. HARPER, *Judge U. S.*

*Injunction Bond.*

Know all men by these presents, that we, Louise Marie Dubourg, represented by Seaman Field, her husband; Jeanne Charlotte Victoire Dubourg, represented by James H. Field, her husband; Louise Elizabeth Dubourg, wife of Jean Thibaut, represented by Seaman Field; Louise Aglaé Dubourg, wife of Doradon Bringier, represented by J. H. Field; and Antoinette Caroline Dubourg, wife of Horatio Davis, represented by Charles Derbigny, her attorney in fact, as principal, and Seaman Field as security; are held and firmly bound unto the United States of America, in the just and full sum of twenty thousand dollars, lawfu' money of the United States, to which payment well and truly to be made, we bind ourselves jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of June, A. D. 1830.

Whereas the above bonden, Louise Marie Dubourg, wife of Seaman Field; Jeanne Charlotte Victoire Dubourg, wife of James H. Field; Louise Elizabeth Dubourg, wife of Jean Thibaut; Louise Aglaé Dubourg, wife of Dora-

don Bringier; and Antoinette Caroline Dubourg, wife of Horatio Davis; have this day sued out of the honorable the district court of the United States for the eastern district of Louisiana, a writ of injunction, enjoining the Marshal of said court from seizing and selling the property of which Peter F. Dubourg de St. Colombe died possessed; which he, the said Marshal, has seized on a writ of execution issued from said court, at the suit of the United States vs. P. F. Dubourg de St. Colombe and his heirs and legal representatives.

Now, therefore, the condition of the above obligation is such, that if the said writ of injunction shall be adjudged by the court, to have been wrongfully sued out, that then and in such case, the above bonden heirs of the said P. F. Dubourg de St. Colombe, and the said Seaman Field, their security, shall pay and satisfy to the United States all damages and costs, which may have been sustained by the United States in consequence of the issuing of said injunction, and if the said writ of injunction shall be perpetuated by the court, then the above obligation is to be null and void.

SEAMAN FIELD. [L. S.]
JAMES H. FIELD. [L. S.]
SEAMAN FIELD. [L. S.]
C. DERBIGNY,
*Attorney for Mrs. Davis.* [L. S.]

Signed, sealed and delivered in the presence of
F. W. LEA, *Clerk.*

*Writ of Injunction.*

And afterwards, to wit: On the 29th day of June, 1830, the following writ of injunction was issued from the clerk's office, to wit:

*The President of the United States of America to the Marshal of the Eastern district of Louisiana.*

Whereas it has been represented to the honorable the district court of the United States, for the eastern district of Louisiana, by the heirs and legitimate children of Peter F. Dubourg de St. Colombe, that you have, by virtue of an execution issued out of the said court, seized all the property of which the said P. F. Dubourg de St. Colombe died possessed, and are about to proceed to sell the same:

Now, therefore, you are strictly enjoined and commanded, that you do absolutely desist from all further proceedings touching the seizure and sale of the said property, under the execution issued as aforesaid, until the further order of this court, in the premises.

Witness, the Hon. Samuel H. Harper, Judge of our said court at New Orleans, this 29th of June, 1830, and in the 55th year of American independence.

F. W. LEA, *Clerk.*

Upon which writ the Marshal made the following return, to wit:

*Marshal's Return.*

Received 29th June, 1830. Served personally on the representatives of the U. S. Marshal same day, and returned into court same day.

O. F. BURLINGAME,
*U. S. D'y Marshal.*

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*Answer.*

And afterwards, to wit: On the 20th day of December, 1830, came the United States by John Slidell, their attorney, and filed the following answer, to wit:

*To the Hon. Samuel H. Harper, Judge of the district court of the United States for the eastern district of Louisiana.*

The answer of the United States of America, by John Slidell, their attorney, to the petition of Antoinette Caroline Dubourg and others, respectfully shows:

That they deny, all and singular, the allegation in said petition contained, which aver any indebtedness on the part of P. F. Dubourg de St. Colombe to said plaintiffs, or the existence of any right of privilege or preference in their favor on his estate. They therefore pray, that the injunction granted in this case, may be dissolved, and the petition of the plaintiffs be dismissed with costs.

JOHN SLIDELL, *D. att'y.*

And afterwards, to wit: On the 24th day of June, 1830, the following order of court was entered on record, to wit:

*Saturday, June* 24, 1830.

The court met pursuant to adjournment. Present Hon. Samuel H. Harper.

*Order of Court.*

The UNITED STATES,
*vs.*
P. F. DUBOURG DE St. COLOMBE,
and his heirs and legal representatives.

On motion of H. Lockett, of counsel for the heirs of the deceased, it is ordered, that John Slidell, Esq., U. S. Dist. Att'y., show cause, on Saturday next, at 10 o'clock A. M., why an injunction should not issue in this case, enjoining the plaintiffs and the Marshal from proceeding to sell the property seized in this case, on the grounds now filed.

And afterwards, to wit: On the 26th day of June, 1830, the following order of court was entered on record, to wit:

*Saturday, June* 26, 1830.

Special court. Present Hon. Samuel H. Harper.

*Order of Court.*

The UNITED STATES,
*vs.*
Heirs of P. F. DUBOURG.

The rule taken in this case, on the district attorney, on the 24th instant, came on for hearing, when, by consent of parties, it is ordered, that the same be made absolute, and that an injunction do issue.

And afterwards, to wit: On the 24th day of December, 1830, the following order of court was entered on record, to wit:

*Friday, December* 24, 1830.

The court met pursuant to adjournment. Present Hon. Sam. H. Harper.

*Order of Court.*

The UNITED STATES, *vs.* Heirs of DUBOURG.

On motion of the district attorney, and on suggesting to the court, that Seaman Field, one of the parties to this suit, has in his possession books and papers of the late P. F. Dubourg, which contain evidence pertinent to the issue in this case, it is ordered, that he do produce in court, on the trial of this cause. on the 27th instant, all books, papers or other documents of the late said Dubourg, and particularly all such as relate to the alleged marriage of said Dubourg.

And afterwards, to wit: On the 27th day of December, 1830, the following entry was made on the minutes, to wit:

*Monday, December* 27, 1830.

The court met pursuant to adjournment. Present Hon. Sam. H. Harper

*Entry.*

The UNITED STATES, *vs.* Heirs of DUBOURG. *Injunction.* 2852.

The court having heard the evidence, in part, in this case, the further consideration thereof was postponed until to-morrow at 10 o'clock, A M.

And afterwards, to wit: On the 28th day of December, 1830, the following entry was made on the minutes, to wit:

*Tuesday, December* 28, 1830.

The court met pursuant to adjournment. Present Hon. Sam. H. Harper.

*Entry.*

The UNITED STATES, *vs.* Heirs of DUBOURG. *Injunction.* 2852.

This cause came on again for trial before the court. The counsel for the heirs of Dubourg, on the trial of this cause, objected to the following words of Mr. Baron, as being evidence in the cause, "and is inclined to think that he (Dubourg) paid the $60,000 with the money of the United States: does not know how he (Dubourg) paid his debts: has heard that he paid them with the money of the United States." The counsel for the heirs of Dubourg objected to the same, because it was hearsay testimony and irrelevant, but the court overruled the objection. The counsel for the heirs of Dubourg also opposed and objected to the introduction of certain papers as evidence, purporting to be certificates of mortgage on the property of said Dubourg, on the ground, that these papers were not legal evidence as to the issue, and did not legally prove the existence of debts of mortgages; but the court admitted the same in evidence. The evidence having closed, the further consideration of the case was postponed until 4 o'clock P. M., at which hour the court

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met and the trial proceeded, and the arguments of counsel having closed, the court took time to consider.

And afterwards, to wit: On the trial of the said cause, on the day and year aforesaid, the following testimony was reduced to writing, and read in evidence in the said cause, to wit:

*Testimony of Marc Lafitte.*

The UNITED STATES, vs. Heirs of DUBOURG. } *U. S. District Court.*

Marc Lafitte, a witness for defendants, being duly sworn, says, that he was an intimate friend of the late Dubourg at the death of his wife; at that time Dubourg had property, such as houses and slaves. The houses were in Dumain street and in Faubourg Plaisance. Does not recollect in what year Mrs. Dubourg died; does not know how many slaves Dubourg owned; does not know what other property he possessed. That he was concerned in, and part owner of a plantation, called the *Réunion.* Deponent does not know what was the value of the property of Dubourg: thinks that Mr. Dubourg estimated the house in Dumaine street at about $10,000. Dubourg was at that time possessed of cattle and farming utensils on the plantation. Mr. Dubourg was part owner of a plantation in Plaquemine, and that he sold his half to Masscio and Wiltz; it was a large plantation; does not know its value. That Dubourg, at the time of the death of his wife, was a merchant in extensive business, and lived in handsome style. Mr. Dubourg arrived in this country before 1804; thinks he made property between 1804 and 1811. Deponent says, the manner of living of Dubourg was pretty much the same after the death of his wife as before. That when witness arrived here in 1804, Dubourg had just commenced, and did not appear to be very prosperous; thinks, when he arrived here, he was not worth much.

*Testimony of J. Le Carpentier.*

Joseph Le Carpentier sworn, says, he arrived here in 1804. Mr. Dubourg arrived here before deponent; was Dubourg's clerk at that time; thinks Dubourg was well off then; thinks he increased his fortune before 1811; does not know what he brought to this country. Mr. D's wife died in 1811; he then possessed a house in Dumain street; does not know the value of it, perhaps $10,000. Since 1811, real property has increased at least one half. Mr. D. had, in 1811, a house in Dumain street; an interest in a plantation below town, called "*Réunion;*" a plantation in Faubourg Wiltz, or Plaisance. He had, at that time, a great many servants; thinks the plantation, called "Reunion," was sold by Dubourg to Massicot. Mr. Dubourg was here 2 or 3 years before the arrival of deponent. Mr. D. was then in easy circumstances. Towards the end of Mr. Dubourg's life, believes he was not in very easy circumstances, but continued to live well during his life; about a year before his death, lived in the same house in Dumain street, had the same servants, and lived in every respect well. His children were all well raised; has no particular knowledge of the state of Mr. D's affairs at the time of the death of his wife, more than above stated; thinks he was in a flourishing condition in 1814. He enjoyed the same credit as before, viz.: at the time of his appointment as collector of New Orleans. At the time of his death, Dubourg

was embarrassed; Dubourg was not as well off in 1830 as 1811. That Mrs. Bringier was educated at the North by her uncle, and married young. The 2d daughter was raised in the convent, where expenses are not great; she was married very young, and also the three youger daughters. Some of deponent's children have been educated at Mrs. Labat's, where the expenses are not great; a poor man may educate his children there. He thinks the education of daughters will cost from $150 to 160 per year. That some of Mr. Dubourg's servants were hired out; those which he had were not more than sufficient for his large family. A smaller house than that in which Mr. Dubourg lived, would not have suited his family.

*Testimony of Remy.*

Remy, being sworn, deposes: He knew Mr. Dubourg about the time of his arrival here, about the year 1800; does not know what Mr D. was then worth; does not think he was in easy circumstances; does not know that he possessed any property; was acquainted with him, but not intimately. Mr. D. commenced a commission business with Mr. Dufau. Mr. D's fortune continued to increase, while in partnership with Dufau; the property which he had in 1811, he had acquired since his arrival; was not particularly acquainted with Mr. D's affairs at the time of the death of his wife; does not know, whether he was worth any thing or not.

*Testimony of N. A. Baron, jr.*

N. A. Baron, jr., being sworn, says: He was acquainted with the affairs of Mr. Dubourg, at the time of the death of his wife; he had acquired the whole of the property, of which he was then possessed, in this country, as deponent believes; he bought the house in Dumain street since he arrived in this country; its value, in 1811, was 10 or 12 thousand dollars. The plantation in Faubourg Wiltz was in possession of Mr. D. at the time of the death of his wife, and was acquired since his arrival in Louisiana; does not know what Mr. D. gave for it; knows that it cost a good sum of money, and that Mr D. could not sell it for any thing like what it cost him. There was a house, garden, cows, &c. on it; it was re-fitted about 12 years ago; deponent thinks it was worth $5000. At Mrs. Dubourg's death, Mr. D. had about a dozen or fifteen slaves, and some were hired out; they were mostly domestics about the house: supposes they were worth 9 or $10,000; his house was decently furnished; would think his furniture worth $5000. He owned, at the time of Mrs. Dubourg's death, a brig, called the Alexandrian; she was a fine vessel, worth at least $5000. That he possessed a plantation, about 25 miles below town, in partnership with Messrs. Bosner and Dufau; deponent offered Dufau $2500 or $3000 for it; thinks Defau asked 4 or 5000. Deponent would have given, in 1813, $3000 for it. Dubourg had at that time some claims against the plantation, called the Reunion; deponent knows, that Dufau owned Dubourg, in 1811, about $4000, being one half of the amount paid by Dubourg towards the liquidation of their partnership. Dubourg had stock in the Louisiana Bank, in 1811; does not know how much. Mr. D. had a share in the Theatre of Orleans; does not know the value of it; thinks he had about 5 or 6000 dollars worth of produce shipped to Europe in 1811; knows Mr. D. had, at that time, property at Attakapas, but knows no particulars.

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*Cross-examined.*

Deponent arrived here in 1808; deponent knows Mr. Dubourg had a great many slaves; it is his impression they were all acquired since Mr. D. arrived here, but has no positive knowledge of the fact. It is possible he may have brought some from the West Indies. Deponent derived his knowledge of the affairs of Mr. Dubourg from transactions which he had with him. Mr D. owed money at the time of Mrs. D's death, probably 50 or $60,000, and had frequent occasions for accommodations in bank; the credit of his house was at that time something checked in consequence of failures; there had at that time been considerable losses among merchants, and Mr. D. also lost considerable. There was nothing as yet acquired by the shipment to Europe; it is still in dispute, and the brig was captured. Mr. D. kept mercantile books. Deponent commenced partnership with Mr. D. in 1816; was acquainted with his affairs from 1811 to 1816. Mr. D. had no disposable funds in 1816, except his real property and slaves; in 1816 he did not owe much; does not know how the $60,000 was paid, which Mr. D. owed in 1811; dept. is not acquainted with any particular losses of Mr. D. since 1811, but knows that he met with losses. He is ignorant how Mr. Dubourg paid off the $60,000, which he owed in 1811, before 1816, when he had met with losses and made no money; knows the names of many of Mr. D's slaves; does not know how they were acquired, and it is his impression, that the slaves were brought here; all the slaves are now in the possession of the family, except such as have died. Deponent believes Mr. D's. furniture is in possession of the family; does not believe any of it has been sold. Deponent does not know how he paid his debts; has heard that he paid them with the money of the United States; knows of no means by which he could pay his debts; knows that Mr. D. was appointed collector of the port of New Orleans, and is inclined to think, that he paid the $60,000 with the money of the United States. From Mrs. D's death to Mr. D's death, he resided in the house in Dumain street, with the exception of a few months, where all his family resided, and were educated by him, except Mrs. Bringier.

*Examination in chief resumed.*

Deponent says, that the 50 or $60,000 before mentioned, was owing partly by the firm of Dubourg & Dubuys. Deponent acquired this information from a statement of Dubourg's affairs, made by Dubourg himself, about the time of the death of his wife in 1811. The partnership of Dubourg and Dubuys was dissolved at the time Dubourg was appointed collector; deponent believes Dubourg & Dubuys were worth more than their debts. It is from this source that he derives his knowledge of the debt aforesaid. Deponent is satisfied, that Dubourg & Dubuys had property to double the amount of their debts, at the time referred to, and this information is derived from the same source, from which he derived the information of the debt aforesaid. Deponent, being shown a statement in writing, says, that he derived the information of Dubourg's debts and property from this statement, and has no doubt of the truth of the statement; the statement is in the hand writing of Mr. Lafitte, who was clerk to Mr. Dubourg at the time; knows that Mr. D. often had bale-rope and bagging, but does not know to what amount. Deponent knows that Mr. D. was in the habit of shipping sugar to Baltimore. Lafitte was for some time partner of Dubourg & Dubuys; the state-

ment was made in order to apply to the bank for accommodations; at the time deponent was shown the statement, he supposed it to be correct: he indorsed for Mr. Dubourg on the strength of it. Messrs. Dubourg & Dubuys endorsed for deponent; the credit of Messrs. Dubourg & Dubuys was essential to the credit of this deponent, who was also embarrassed at the time. Mr. Dubuys had no means at the time of the dissolution with Dubourg. That deponent considered him insolvent, but is not certain that the partnership of Dubourg & Dubuys was so. Deponent does not know that a slave belonging to the community, by the name of Crapp, has died since Mrs. Dubourg's death.

*December 28th.—Examination in chief resumed.*

That the sum due by Mr. Dufau, say about $4,000, concerned their commercial co-partnership alone, and was not connected with other transactions. Deponent says, that when he stated, that Dubourg owed 50 or $60,000, he should have said, that the principal part of it was owing by Dubourg & Dubuys; he meant to say in his examination, that from 1811 to 1816, Mr. Dubourg made but little money, probably he cleared his expenses and no more. Deponent considered the estate of Mr. Dubourg in 1811 worth double the amount of his debts. Mr. Lafitte, who made the statement above referred to, died several years since Mrs. Dubourg died, on the 12th May, 1811. Deponent says, the statement might have been made in order to ascertain the state of Mr. D's. affairs, at the time of the death of his wife.

*Cross-examined.*

Mr. Dubourg was appointed collector of New Orleans in 1812 or 1813, as deponent believes; deponent says, he believes the debts of Dubourg & Dubuys were principally paid by Dubourg; the memorandum of debts in the statement is $64,000. Deponent says, his belief, that Dubourg was worth a large surplus over and above his debts, was founded on the statement and on his knowledge of his business. Deponent now believes, notwithstanding the results, that the statement now produced, marked A., is correct; that he believes, that this statement presented a correct statement of his affairs, and that Mr. D. was at that time worth 60,000 dollars, over and above his debts. This belief is founded upon that statement, and his personal knowledge of Dubourg's affairs. Deponent says, he believes the plantation and improvements, without the stock, in Faubourg Wiltz, was worth, in May, 1811, 5 or 6,000 dollars; he knew nothing about the house in Faubourg Marigny; heard that one was there.

Nothing was received from the brig Alexandrian and cargo; that the interest in several vessels and cargoes, amounting to 5 or 6,000 dollars, has never been realized. Deponent knows Dubourg & Dubuys had some slaves employed on the Levee; deponent's impression is, that Mr. D. had some negroes in the possession of Mr. Touro. Deponent knows, that Mr. D. had a store and goods in Attakapas, but knows nothing of their value. The item of $22,236 25 cents, deponent states, was formed of notes and accounts due Dubourg & Dubuys by different individuals; his impression is, that they were debts due by planters, and good; his impression is, that Dubourg's commercial books were in the possession of Dubuys & Longer, but is not certain; believes they are in existence, but does not know; thinks Mr. Dubuys arrived to better fortune after 1816.

It appears from the books of the navigation company, produced in court, that, in 1811, the sum of $350 had been paid for stock in that company.

From the books of the old Louisiana Bank, in court, it appears, that Mr. Dubourg and his family owned, on the 1st July, 1811, 15 shares in that institution, and owned it in May, 1811.

*Testimony of Mr. de la Rue.*

Mr. de la Rue, sworn for the defendants, says, that he has known Mr. Dubourg about 27 years; thinks he was worth nothing when he came to New Orleans; he arrived some days before deponent; that when deponent arrived here, he had about $10,000 worth of goods, which he delivered to Dubourg & Dufau, who were then in partnership, to sell for him; that deponent continued to deal with Dubourg, who prospered until he bought the house in Dumain street in 1806 or 1807. That Dubourg & Dufau were, at that time, the only brokers in New Orleans, and consequently did a large business, and made a great deal of money. Sometime afterwards, Dubourg purchased the property in Faubourg Wiltz; deponent knows nothing of the state of Mr. Dubourg's affairs at the time of Mrs. Dubourg's death.

*Testimony of Jean Gourjon.*

Jean Gourjon, sworn for defendants, says: That at the death of Mrs. Dubourg, Mr. Dubourg possessed the house in Dumain street, 12 or 15 slaves, and the plantation in Faubourg Wiltz, and two small houses in Custom house street; a claim of between 25 and $30,000 on Mr. Dufau; knows nothing of his property in Attakapas. Dubourg was thought to be worth 50 or 60,000 dollars over and above the amount of his debts at the time of the death of his wife. That, in 1811, Dubourg was in the habit of advancing money as a broker; knows nothing of his possessing negro women on the plantation of Mr. Touro at that time. Deponent believes the plantation in Faubourg Wiltz cost about 6 or 7,000 dollars, and thinks it was worth that.

*Cross-examined.*

Has no knowledge of Mr. Dubourg's affairs at the death of his wife, what he has stated, is a mere matter of opinion.

*Testimony of Mr. Jolly.*

Mr. Jolly, sworn for defendants, says, that in 1811, in his opinion, the property of Mr. Dubourg in Attakapas, was worth 5 or $6,000; in 1811 Mr. Dubourg and deponent made a joint shipment of sugar to Mr. Louis Dubourg at Baltimore, worth from 5 to $6,000; that in 1811 Dubourg possessed one half a plantation on the Acadian coast. Deponent sold it to Dubourg for $4,500.

*Testimony of A. Longer.*

A. Longer, sworn for the U. S., says, that the commercial books of Dubourg were, for a long time, in the hands of Dubourg & Longer; but a few months before Mr. Dubourg's death, he sent for a part, or a whole of them, and deponent supposes them now in the hands of Messrs. Dubuys in this city.

*Cross-examined.*

Says, he is not, and never was, acquainted with the private affairs of Dubourg; says, that the debts of Dubourg & Dubuys were paid partly by their property, partly by Dubourg and deponent, and partly by Dubuys & Longer. The partnership of Dubourg & Dubuys ended in 1813, and commenced about 1806.

It is admitted by Mr. Davis, on the part of himself and wife, that a debt of about $4,000, due by Mr. Dubourg, prior to the death of Mrs. Dubourg, was afterwards paid by him to Mrs. de Lauzon.

And afterwards, to wit: On the day and year aforesaid, the following record was introduced in evidence on the part of the United States, to wit:

*Record of the case U. S., vs. P. F. Dubourg, No.* 875.

To the Hon. Dominick A. Hall, judge of the district court of the United States, in and for the Louisiana district. The petition of John Dick, attorney of the United States, in and for the said district, who now sues, in the name and on behalf of the United States, respectfully shows:

That Peter F. Dubourg de St. Colombe, of the city of New Orleans, within the district aforesaid, and within the jurisdiction of this court, is indebted to the United States in the sum of two hundred and two thousand one hundred and fourteen dollars nineteen cents, which from them he unjustly detains: For that, whereas the said Peter F. Dubourg de St. Colombe, having, pursuant to law, been appointed to the office of collector of the customs for the district of Mississippi, did in his said office of collector, at sundry times, to wit: between the day of in the 1813, and the 30th day of September, in the 1814; and afterwards, receive to and for the use of the United States, the said sum of $202,114 19, to be paid by the said Peter to the said United States, when he, the said Peter, should be thereunto afterwards requested. Yet, the said Peter, although thereunto often requested so to do, hath not as yet paid the said sum of $202,114 $\frac{19}{100}$, above demanded, to the said United States, but he, to do this, hath hitherto wholly refused, and still doth refuse; whereby an action hath accrued to the said United States, to demand, and have of, and from the said Peter, the said sum of $202,114 $\frac{19}{100}$, with interest and cost of suit.

Wherefore the said attorney, in the name and on the behalf aforesaid, prays judgment against the said P. F. Dubourg de St. Colombe, for the said sum of $202,114 19, with interest and costs of suit; and it is further prayed, that he may be held to bail.

JOHN DICK,
*U. S. att'y, L'a. district.*

John Dick, attorney of the United States, for the Louisiana district, being sworn, deposeth and saith, that from an authenticated transcript of the account of the above named Peter F. Dubourg, now in his possession, he verily believes, that the said Dubourg was, on the 30th day of September, 1814, indebted to the United States, in the sum of $144,832 5 cts., and that he has no official knowledge of the reduction of the said debt, since that period.

JOHN DICK.

Sworn to before me, this 13th November, 1815.

DOM. A. HALL, *Dist. Judge.*

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*Copy of the Transcript, annexed to the above Petition.*

TREASURY DEPARTMENT, *Auditor's office, July* 19, 1815.

*No.* 30387.

*Transcript of the account of P. F. Dubourg.*

I have examined and adjusted the accounts of Peter Francis Dubourg, collector of the customs for the district of Mississippi, in the State of Louisiana, commencing July 1st, and ending September 30th, 1814, and find that he is chargeable with the following sums:

| | | | |
|---|---|---|---|
| To Balance to his account, ending June 30, 1814, as per report No. 29034, - - - - - - | | | $159,185 87 |
| " Duties on merchandise, to Sept. 30, 1814, | | - - | 30,900 93 |
| " " " for Mediterranean fund, do | | - - | 1,552 31 |
| " " on tonnage do | | - - | 130 48 |
| " " on passports and clearances, do | | - - | 28 00 |
| " Fines, penalties and forfeitures, do | | - - | 10,296 25 |
| " Marine hospital money collected, do | 20 65 | | |
| Deduct com'on thereon, at 1½ per cent., | 30 | | |
| | | | 20 35 |
| | | | $202,114 19 |

I also find that he is entitled to the following credits, viz.

| | | |
|---|---|---|
| By payment to inspectors, &c., to Sept. 30, 1814, - - | | $3,643 15 |
| " do do, being am't. of costs of sundry suits, decided against U. S., - - - - - - | | 789 88 |
| " Duties on merchandise refunded, - - - - | | 1,136 35 |
| " do do, short, collected by T. H. Williams, 3d qr. 1812, and with which said Dubourg was provisionally debited per report 28,101, now placed to his credit, in virtue of judgment having been rendered in favor of defendants, upon trial had before the district court, as per document herewith, - - - - - - | | 13,195 18 |
| *By amount of salary p'd the following surveyors:* | | |
| Of New Orleans, to 30 Sept. 1814, - - | 62 50 | |
| " Bayou St. John, - - - - | 62 50 | |
| " Marietta, June 30th, - - - | 37 50 | |
| | | 162 50 |
| *By amount of the following warrants in favor of Treasurer:* | | |
| No. 1365, - - - | 750 00 | |
| " 1392, - - - | 497 93 | |
| " 1422, - - - | 35,000 00 | |
| " 1434, - - - | 750 00 | |
| " 1458, - - - | 213 20 | |
| " 1506, - - - | 500 00 | |
| | | 37,711 13 |

| | | |
|---|---|---|
| By commission on $42,930 26, at 1½ per cent - - | | $643 95 |
| And that the balance due to the United States, on the 1st. Oct., 1814, consisted of the following particulars, viz. | | |
| In uncollected bonds, - - - - | 98,498 84 | |
| " cash on hand, - - - - | 46,333 21 | |
| | | 144,832 05 |
| | | $202,114 19 |

As will appear by the statement and accounts herewith transmitted for the decision of the Comptroller of the Treasury thereon.

R. HARRISON, *Auditor.*

To JOSEPH ANDERSON, Esq., *Comptroller of the Treasury.*

Treasury Department, *Comptroller's office, July* 29th, 1815.

Admitted and certified:

JOS. ANDERSON.

To the REGISTER of the TREASURY.

Treasury Department, *Register's office, September* 8th, 1815.

Pursuant to "an act to provide more effectually for the settlement of accounts between the United States and receivers of public money," I, Joseph Nourse, Register of the Treasury of the United States, do hereby certify, that the foregoing report is a true copy of the original on file in this office.

JOSEPH NOURSE, *Register.*

Be it remembered, that Joseph Nourse, esq., who certified the foregoing transcript, is now, and was at the time of doing so, Register of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Alexander J. Dallas, Secretary of the Treasury of the United States, have hereunto signed my name, and caused to be affixed the seal of this department, at the city of Washington, this 11th day of September, in the one thousand eight hundred and fifteen.

A. J. DALLAS, [L. S.]
*Secretary of the Treasury.*

*Judge's Order.*

Let the defendant be held to bail in the sum of one hundred and forty-five thousand dollars.

DOM. A. HALL.

*Writ.*

The PRESIDENT of the UNITED STATES, to the Marshal of the Louisiana district, or to his lawful Deputy, Greeting:

You are hereby commanded to take the body of Peter F. Dubourg de St. Colombe, so that he be, and appear, at a district court of the United States, for the Louisiana district, to be holden at the city of New Orleans, on the 3d Monday of January, 1816, to answer to the complaint of the United States; and that he do file his defence, or answer, with the clerk of said

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court, on or before the meeting of the same, or judgment will be given against him by default; and have you then and there this writ.

Witness, the Hon. Dominick A. Hall, judge of said court, at the city of New Orleans, this 13th day of Nov'r, 1815, and 40th year of the independence of the United States.

R. CLAIBORNE, *Clerk.* [L. S.]

*Marshal's Return.*

Served 13th Nov'r, 1815, on P. F. Dubourg.

M. REYNOLDS, *Marshal.*

*Judgment.*

*Thursday, 22d Feb'y.*, 1816.

The court met according to adjournment. Present: Hon. Dominick A. Hall.

The UNITED STATES,
*vs.* } 875.
PETER F. DUBOURG St. COLOMBE.

On motion of the district attorney, it is ordered, that judgment be entered in this case in favor of the United States, for the sum of one hundred and forty-four thousand *thousand* eight hundred and thirty-two dollars and five cents, with interest of six per annum, from the day of until payment, together with costs of suit to be taxed.

*Amended Judgment.*

On motion of the district attorney, ordered, that the judgment entered in this case in favor of the United States, for $144,832 05, on the 22d day of February, 1816, be discharged by the payment of thirty-nine thousand nine hundred and eleven dollars, and eighty-eight cents, with interest thereon, at 6 per cent. per annum, from the 20th day of October, 1818, until paid, and costs of suit, to be taxed, being the balance reported at the Treasury, as due by him on ac., on the 20th day of July, 1818.

DOM. A. HALL.

*New Orleans, 24th July*, 1819.

*Writ of Fi. Fa.*

The PRESIDENT of the UNITED STATES, to the Marshal of the eastern district of Louisiana, or to his lawful Deputy, Greeting:

You are commanded, that you demand from Peter F. Dubourg St. Colombe, the sum of thirty-nine thousand nine hundred and eleven $\frac{88}{100}$ dollars, with interest at the rate of 6 per cent. per annum, from 20 October, 1818, till paid cash, which the United States lately recovered by judgment of the district court of the United States, for the said district. And if he shall not pay the same in three days after demand, that then you cause the same to be made of the personal estate of said Dubourg St. Colombe, except slaves in your district, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of said P. F. Dubourg St. Colombe, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of said P. F.

Dubourg St. Colombe, in your district, whereof he was owner, on the 22d day of February, 1816, into whose hands soever the same may have come, and that you have those moneys before our said court, to render to the said United States, for the judgment aforesaid, on the 2d Monday of December, 1830, together with the writ.

Witness: the Hon. Sam. H. Harper, judge of the said court, this 15th day of May, 1830.

F. W. LEA, *Clerk.* [L. S.]

*Marshal's Return.*

Received 15 May, 1830. Returned without executing a levy, by order of the U. States' dist. att'y., 17th May, 1830.

J. NICHOLSON, *U. S. Marshal.*

And afterwards, on the trial of the said cause, on the day and year aforesaid, the following documents were introduced, and read in evidence in the said cause, to wit:

*Sale from Jacques Jolly to Dubourg & Dubuys.* C.

Par devant, Marc Lafitte, notaire public en la ville de la nouvelle Orléans, Territoire D'Orleans, Etats Unis d'Amerique, et en presence des témoins, ci-après nommés soussignés. A été présent, Mr. Pierre Francois Dubourg, courtier et commissionaire, rue Dumaine, stipulant pour et au nom de la société comme sous la raison de Dubourg et Dubuys, lequel a par le présent acte déposé en notre office, et nous a requis de mettre et enrégistrer sur le régistre courant de nos actes, un acte sous signature privée d'une vente consentie en faveur de sa société sous la raison de Dubourg & Dubuys, le deux du mois de Janvier dernier, et signé J'ques Joly, par laquelle le dit Sieur Jacques Joly, déclare leur vendre et transporter, la demie appartenant au dit Sieur Joly dans une terre cotonerie, situé au comté d'Acadie, quil possede en commun avec Mr. Jacques Vitau; la dite vente consentir moyennant trois mille piastres payées, suivant et comme il est exprimé du dit acte de vente sous signature privée; laquelle apres avoir été signéé ne varietur par le dit Sieur Pierre François Dubourg au nom qu'il agit, signée et parafée par le notaire public soussigné un desir du present acte de dépot est et dèmeure ci-annexée, pour toutes expéditions nécessaires être délivrées, dont acte fait et déposé à la Nouvelle Orléans en l'étude, le premier jour du mois de Mars, 1811, la 35eme année de l'Independence des Etats Unis d'Amerique, en présence de Messieurs Philippe Calier D'Autremer et Rudolph Scheuder, domicilies témoins pour ce appellés et venus qui ont signés, ainsi que le dit Sieur Pierre François Dubourg et le notaire public soussigné, lecture faite.

Signé P. F. DUBOURG.
CARLIER D'AUTREMER.
RUD. SCHEUDER.
MC. LAFITTE,
*Notaire Public.*

Je soussigné, Jacques Joly, déclare vendre et transporter à Messrs. Dubourg & Dubuys la demi qui m'appartient dans une terre cotonerie, située au comté d'Acadie, qui je possede en commun avec Mr. Jacques Vitau, sans y comprendre les esclaves qui appartiennent en totalité au dit Sieur Vitau, la dite vente faite moyennant la somme de trois mille gourdes, qui m'a été

payée par les dits Dubourg & Dubuys en la remise qu'ils m'ont faite de divers billets, montant à pareille somme, que je lien avois consentir pour diverses avances, qu'els m'avaient faites, voulant que le sousseing privé act la même force qui si la vente qui en l'objet avait été passée par acte par devant notaire, m'obligéant d'en donner avis à Mr. Jacques Vitau, interessée pour moitié dans la dite terre.

Nouvelle Orléans, le 2de Janvier, 1811.

Signé: J'QUES JOLY.

Ne varietur, signé P. F. Dubourg; signé et parafé par nous, notaire public en la ville de la Nouvelle Orléans, Etats Unis D'Amerique, au desir de l'acte de dépot de ce jour, premier Mars, mille huit cent onze, la trente cinquiéme année de l'Independence des Etats Unis d'Amerique.

Signé: MARC LAFITTE,
*Notaire Public.*

Pour copie conforme, Nouvelle Orléans, le vingt huit Decembre, mil huit cent trente.

A. MAZUREAU, *Not. Pub.* [L. S.]

*Sale by Dubourg & Lanusse to C. B. Dufau.* F.

Par devant Marc Lafitte, notaire public, dûment commissionné, pour la ville et paroisse de la Nouvelle Orléans, dans le Territoire d'Orléans, Etats Unis d'Amerique, y demeurant et en presence des témoins ci-après nommés et soussignés.

Furent présents Messieurs Pierre Francois Dubourg & Paul Lanusse, proprietaires, demeurants en cette ville, lesquels ont par ces presents, vendus, cédés, et transportés, dès, maintenant et à toujours sous les seules garanties de leur faits et promesses, quant à la légitimité de leur droits sur la propriété qui vu être ci-après designée ainsi qui sous celle de toutes dettes, hypothèques, comme il est constaté par le certificat du conservateur en cette ville à la dâte de ce jour.

Au Sieur Charles Boromée Dufau, propriétaire, demeurant en cette ville à ce present et acceptant sous les garanties sus-exprimées, acquéreur pour lui, ses heritiers ou ayant cause, les deux tiers dans la propriété indivisé d'une habitation située à environ des lieues par en bas et de ce bord du fleuve, ayant environ trente ou trente quatre arpens de face plus ou moins sur toute la profondeur qui s'y trouve, bornée par en haut, de la veuve Charles Lafluir et par en bas des Sieurs Daquin. Les Sieurs vendeurs n'entendant aucunement, garantie le Sieur acquereur du plus ou moins de face et profondeur de la dite terre, non plus que du resultât des saisíes qui ont été faites de cette habitation et sont á la connaissance du dit Sieur acquéreur qui est propriétaire de l'autre tiers indivis; vendant au surplus les Sieurs Dubourg & Lanusse, leurs deux tiers de propriété dans la dite habitation, telle qu'elle se poursuit et comporte avec ses circonstances et dépendances et appartenant aux Sieurs vendeurs, savoir: Au Sieur P. F. Dubourg, son tiers par l'acquisition qu'il en a faite de la totalité conjointement avec le dit Sieur C. B. Dufau, du Sieur Louis Gentilly Dreus, suivant acte au rapport de Mr. Charles Delato, juge du paix de la côte du bas du fleuve faisant fonction de commandant civil, le 29 Mai, 1806, et dont les dits Sieurs P. F. Dubourg & C. B. Dufau, ont cédés un tiers indivis dans la totalité, au Sieur Casimir Bourcin par acte sous sang privé & au Sieur Paul Launsse son tiers comme

val sellé et Birdé, son linge et ses armes, si mieux n'aime le dit survivant, rendu la valeur des dits objets, sur le perd de l'estimation, qui lui sera faite, lors à son choix."

*Art.* 5eme. Il sera libre à la future épouse et aux enfants qui pourront naître du dit mariage, de rénoncer à la communanté, et en ce cas, ils reprendront tout ce que la dite future épouse aura apporte, ainsi que tout ce qui lui sera advenu et échu à tel titre et de tel manière que ce puisse etre, et même, si c'est la ditte future épouse, ses douaire et préciput cy dessus stipulés le tout fram et quitte de toutes dettes et hyppotéques de la dite communanté encore qu'elle s'y fut obligée on y lui été condamnée, de tout quoi ils seront acquittés et indemnisés par les heritiers du dit futur époux et sur les biens, qui demeureront affectés y hippotéques à compter de ce jour á l'exécution de toutes les clauses et conventions, du présent contrat.

*Art.* 6eme. En consideration du present mariage, et par l'amitié que les futurs époux se portent la future épouse à ce expressement, authorisée par ses père et mère et par son ayeul, ils se sont par ces présentes fuit donation entre vifs, mutuelle, pine, simple et irrévocable et dans la meilleure forme que donation puisse se faire et valoir, le premier mourant, au survivant d'eux, ce acceptant par le survivant, et encore pour plus de validité par les dames Charest de Lauzon, et par le Sieur de Gournay père pour la demlle Charest de Lauzon, future épouse, leur fille et petite fille, de tous les biens meubles, immeubles, acquits, conquêts, propres et autres, qui se trouveront être et appartenir au dit premier mourant, au jour de son déceds, en quoi qu'ils consistent ou puissent consister, et en quelques lieu qu'ils soient situés pour par le dit survivant en jouir et disposer en pleine propriété, comme de biens à lui appartenants.

*Art.* 7eme. Cette donation ainsi faitte pourrer qu'au jour du décès, du premier mourant, il n'y ait aucun enfant, né où à naître du dit mariage, et dans le cas où il y en auroit, elle deviendra et demeurera, mille & de null effêt.

*Art.* 8e. Si, néantmoins, les dits enfans viennent à décéder avant d'avoir été pourons par mariage, ou d'avoir atteint l'âge requis par les loix pour pouvoir vallablement, disposer de leurs biens, alors la dite donation reprendra sa force & valeur, et sera exécutée, suivant sa forme et teneur ainsi, et de la même manière que s'il n'étoit survenu aucun enfant du dit mariage.

*Art.* 9e. Et pour faire insinuer, le present contrat partout ou Besoien sera, les parties ont constitué pour leur procureur, le porteur d'un double d'icelui, lequel sera en conséquence fait et signé double pour etre déposé chez officier public, ou au greffe de leur domicille, entans et lien.

Fait et rêdigé, les dits jour, mois et ans que dessus et ont les parties contractantes, leur parents, amis, et témoins signés.

DUBOURG. [L. S.]
ELIZABETH CHAREST DE LAUZON. [L. S.]
FRANCOIS CHAREST DE LAUZON. [L. S.]
DE GOURNAY CHAREST. [L. S.]
DE GOURNAY. [L. S.]
BRUSLE'VE DUBOURG. [L. S.]
CHANOT V. BRUSLE. [L. S.]

Signed, sealed, and delivered in the presence of Alex. Forbes, Wm. Forbes, Walsh, H. A. Genet, Dumas, De Gournay Desgouttro, Louise de Gournay, De Gournay de l'énfesna, H. Delavillecour, Elizabeth Delavillecour, T. Lamothe, Lech'r Desgouttro, V've D'Uston, Charest V've Cibat, Pauline de Gournay.

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JAMAICA, ss.

Be it remembered, that, on this 28th February, Annoque Domini 1797, personally appeared before me, Alexander Forbes, esq. a justice of the Surry assize court, Monsieur Anthony John Baptiste Paulin Walsh, and Glaude Florentine Chauvin Dumas, three of the subscribing witnesses, and made oath on the Holy Evangelists of Almighty God, that they were present, and did see the several parties to the within indenture of contract or instrument of writing, severally sign, seal, and, as for their several and respective act and deed, deliver the same for the purposes therein mentioned.

ALG. WARREN, [L. S.]

1797, *a master of the high court of chancery, judge of the court of common pleas, and one of his majesty's justices of the peace.*

Enrolled in the office of enrolments, 3d May, 1797.—Lib. 442, folio 5.

G. A. HARRISON, *Sec.*

Par devant nous. Narcisse Broutin, notaire public des Etats Unis d'Amerique, en la ville de la Nouvelle Orléans, et les temoins ci-après nommés.

*Sale from Joseph Wiltz to P. F. Dubourg.*—I.

Et comparer le Sieur Joseph Wiltz proprietaire demeurant à deux mille et demi de cette ville, du même coté par en haut, de present en notre etude.

Lequel a par ces presents, vendu, cédé et transporté dès maintenant et à toujours & promet garantir de tous troubles, dettes, hypothéques evictions et autre empêchement, généralment quelconques, au Sieur P. F. Dubourg de St. Colombe, proprietaire, demeurant en cette ville, à ce present & acceptant, acquereur, pour lui ses hoirs ou ayans causes, quatre emplacemens de terre, le premier de cent soixante dix pieds de face au fleuve, sur trois cent soixante de profondeur, borné d'un coté par le numero 4, de l'autre par le grand cours Wiltz, et dans la profondeur par le numero 6. Le seconde de cent soixante dix pieds de face au fleuve sur trois cent soixante de profondeur, borné d'un coté par le numéro trois, de l'autre à des appartenantes au Sieur vendeur, et dans la profondeur par le numero six. Le troisième et le quatrième de chacun, cent quatre vingt pieds de face au grand cours Wiltz, sur trois cent quarante pieds de profondeur, borne d'un coté par les numéros trois et quatre, de l'autre par le numero dix, et dans la profondeur par des terres du Sieur vendeur. Les quatres dits emplacemens forment un carré long de trois cent quarante pieds de face au fleuve, sur sept cent vingt pieds de profondeur, et font partie de l'habitation comme sous le nom de l'habitation Wiltz, située a deux milles & demi au dessus de la ville, laquelle habitation, le Sieur Joseph Wiltz, qui en est le proprietaire, a etablie et divisée en terrains ou emplacemens, sous la qualifications de quartier de plaisance, ainsi qu'il apport par le plan dressé par le Sieur Laclotte, ingenieur, sous la date du vingt deux de June dernier, lequel est signé du Sieur Joseph Wiltz et déposé en notre étude: sur lequel plan les quatres emplacemens, présentement vendus, sont designés sous les numeros trois, quatre, six & huit, qui sont dès à present en la possession du Sieur acquereur, qui le reconnait et s'en contrate pour par lui, faire & disposer, comme bon lui semblera.

Le Sieur acquéreur joinira également des droits & privileges dans les objets, abandonnés par le Sieur vendeur conformement aux clauses & conditions stipulées, dans le prospectus inséré au plan susdate. Le Sieur vendeur pro-

met & s'oblige de faire *faire* de suite le chémin marqué sur le trait carré du dit plan ayant dix pieds de banquette à partie des emplacemens face au fleuve & quarante pieds de chemin jusqu'au fossée.

La presente vente faite aux clauses & conditions ci-dessus et outre pour & moyennant la somme de sept mille cinq cent piastres, que le Sieur acquereur, promet & s'oblige payer au Sieur Joseph Wiltz vendeur ou au porteur des presentes, dans un deux et trois ans à compter de ce jour, & ou trois payemens égaux, qui seront de chacun deux mille cinq cent piastres. Pour sureté du prix total de la presente vente, le dit Sieur acquereur consent que les quatre emplacemens sus dessignés & par lui acquis soient & demeurent par privilége spécial, affectés et hypothéqués au profit du dit Sieur vendeur jusqu'à l'entier & parfait payement de la ditte somme de sept mille cinq cent piastres.

Et aux conditions ci-dessus, le Sieur vendeur transporte, au Sieur acquereur tous les droits de propriété, qu'il a & peut avoir sur les dits emplacemens, par lui presentement vendus, dont il lui consent egalement toutes dessaisines, sursises. Dont acte—Car ainsi promettant, obligeant, renoncant, &c.

Fait et passé à la Nouvelle Orléans en l'étude de nous notaire, le dixieme jour du mois de Juillet de l'annee 1807 & la 32ème de l'independence Americaine et en presence des Sieur François Murnhall & Pierre François Simon Godefroy, tous deux témoins réquis et domiciliés en cette ville, qui ont ainsi que les Sieurs comparans, signés avec nous notaire, après lecture faite.

Signé: JOSEPH WILTZ.
P. F. DUBOURG.
FRAS. MURNHALL.
GODEFROY.
NARCISSUS BROUTIN,
*Not. Pub.*

Pour copie conforme, à l'original déposé en mon office pour recours.
N. Orleans, 27 *Decembre*, 1830.
WM. CHRISTY, *Not. Pub.* [L. S.]

*Sale and Mortgage.*—E.

Aujourd'hui 19 du mois de Fevrier de l'an mil huit cent six et la trentieme de l'independence Américaine.

Par devant moi Pierre Pedesclaux, notaire public des Etats Unis de l'Amerique à la Nouvelle Orléans, est comparu, Mr. Pierre Marin, lequel par ces presentes, déclare vendre, céder, quitter, délaisser dès maintenant & a toujours et en toute propriété avec la garantie de toute hypotheque, ce que je certifie moi notaire annotateur, quant a se, et encore avec celle de toute autre empechement quelconque, à Mr. Pierre François Dubourg, present & acceptant, un terrain situé rue Dumaine ayant trente pieds de face, et cent cinquante de profondeur, en outre un autre morceau de terre y attenant, ayant vingt cinq pieds de face et trente de profondeur, le premier appartenant au vendeur pour l'avoir acquis par acte du douze Octobre, mil sept cent soixante et onze, aux rapport de Charles Ximenes de Dame Therese Gallarc veuve de Grandpré, et le second morceau ayant été par lui dit Sieur vendeur, du terrain voisin qui lui appartenoit bornée déno côté par Charlotte Grandpré, de l'autre, par la negresse libre, veuve de Noel Carrière, cette vente faite de ce terrain, circonstances et dependances tel qu'il se poursuit & comporte & pour la somme de sept mille cinq cent piastres, à valoir desquelles,

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l'acquereur à payé au vendeur que le declare & le reconnait, celle de quinze cents piastres, des quelles il donne quittance, et quant aux six mille restantes le dit acquereur promet & s'oblige les payer sous l'hypothéque, speciale du dit terrein, le quinze de Fevrier de l'année prochaine 1807, au moyen de tout quoi, le vendeur déclare se désister à peur et à plein, de tout droit de propriété sur les dits morceaux de terre, circonstances, dépendance, bâtisses, & etablissement généralement quelconques, qui s'y trouvent pour les transmetter à l'acquereur qui pourra en jouir & disposer dorénarant comme chose à lui propre, car ainsi, &c.

Fait et passé en l'étude à la Nouvelle Orléans le dit jour en presence des Sieurs Jeane Baptiste Ramirez, Joseph M. Delavillotte, temoins, qui ont signés avec les parties & nous notaire. Dont acte.

La minute est signée:

P. F. DUBOURG.
PEDRO MARIN.
J'N B'TE RAMIREZ.
JOAQ'N LOZANO.
P'RE PEDESCLAUX,
*N're Pub.*

Pour copie conforme à l'original resté en mon étude pour recours: en foi de quoi j'ai signé le present, et apposé le sceau de mon office, à la N'elle Orleans, le 27eme Decembre 1830.

La signature de Mr. Joseph M. Delavillote, un des temoins, n'est pas apposée à la minute.

LOUIS F. CAIRE, *Not. Pub.* [L. S.]

*Sale and Mortgage.*—L.

Aujourd'hui deuxieme jour du moi de Juin, de l'année 1807, la 31eme de l'independence Americaine.

Par devant nous, Pierre Pedesclaux, notaire public des Etats Unis d'Amerique à la N'elle Orleans, capitale de ce territoire et en presence des témoins soussignés. Furent présent les Sieurs Pierre François Dubourg et Charles Boromée Dufau, tous deux negociants demeurant en cette ville. Lesquels nous ont déclaré que de leur bongré, propre mouvement et pour volonté, vendent, cédent, quittent & transportent, dés maintenant et a toujours, et tel qu'ils l'ont possédé, sans rien se reserver et avec promesse de garantie de tous troubles, dettes, evictions, hypotheques et autres empechemens généralement quelconque, ce que je certifie moi, notaire annotateur, quand à l'hypothéque seulement.

Au Sieur Louis Joseph Laurent Wiltz, habitant demeurant en cette ville ci present y acceptant, pour lui ses hoirs ou ayans causes. Deux terres situées l'une a sept livres de cette ville en bas du fleuve et de ce même bord, composée de quinze arpens de fau, sur quarante de profondeur, joignant d'une côté au Sieur Jean Baptiste Robin, et de l'autre a Marie Jeanne dite Victoire Braquemard, quarteronne libre, et l'autre située à huit lieues de cette ville en bas du fleuve et de ce même bord composée de dix sept arpens et demi de face, sur quarante de profondeur, borneé par la propriété de Casimir Boursier et par celle de Charlotte Leclair, sur laquelle habitation il y a une grande maison a gallerie devant et denière, un magasin, trois cabanes à négres et le bois nécessaire pour six cabanes doubles de trente pieds de long sur quatorze de linge un entourage de barrière d'environ cent arpens, et environ, quatre

vingts arpens de superficie de terre labourée et en culture de coton, ris et maïs, trente six têtes d'esclaves, dont les noms, ages & talens suivant; Peter, négre d'environ 60 ans charpentier et tonnelier; Toby, négre d'environ 27 ans, charpentier, menuisier, très bon ouvrier; Jockey, négre d'environ 26 ans, charpentier, un peu menuisier, et très bon hache; Zocoto, négre de trente ans, charretier, laboureur et écarisseur; Valère, négre de 33 ans, charretier et bon pioche: Rafaël négre de 30 ans, charretier, bon pioche et hache et vacher; Pierrot, négre de 55 ans, pioche et vacheur; Ben, négre de cinquante ans; Prince, négre de 42 ans; Rodney, négre du même âge; Sambo, négre de 30 ans; Léandre, du même âge; Frank, négre de 28 ans; Luke, négre de 17 ans; Robert, négre de 16 ans; Elie, négre de 14 ans, les neufs derniers négres, de pioche, pelle et hache; Elizabeth, négresse de 40 ans; Nancy, négresse de 32 ans, ayant les deux premières phalanges des doigts des mains; Diane, négresse de 30 ans; Clarisse, négresse de 28 ans; Minerve, négresse de 25 ans; Matilde, négresse de 26 ans; Alviré, négresse de 18 ans; Jeny, négresse de 16 ans; toutes négresses de pioches et pelles; Phœbe, mulatresse de 18 ans, et sachant condre, ainsi que plusieurs des négresses; David de neuf ans, Sam de 10 ans, Prince fils de 7 ans, Cyrus de 6 ans, Attigues d'environ 5 ans, et Juliette de 4 ans, tous les six négrillons, Anna de 10 ans, Henriette de 6 ans, Phœbe du même age, Elsy de 2 ans & Téma d'un an, les cinq négrettes, toutes les bêtes a cornes, brebis, cochons, instrumens aratoires, vivres provisions, et autres articles qui sont particulieremens décrits dans l'inventaire, que les S'rs vendeurs nous ont présenté, pour l'annexer aux presentes, tel que le tout se poursuit & comporte, sans aucune garantie de la part des vendeurs du plus ou du moins qui pourrait se trouver dans les dits articles contenu dans l'inventaire, non plus que des vices, maladies ou infirmités que peuvent avoir ou se declareraient par la suite dans les esclaves vendus, rénonçant expressément l'acquereur à toute espece de bénéfice de la loi à cet égard, et declarant qu'il a tout ver, visité, qu'il en a pris possession, qu'il s'en contente et qu'il donne décharge aux Sieurs vendeurs, lesquels deux terres et esclaves appartiennant aux S'rs vendeurs pour les avoir acquis, les terres de Sr. Pierre Bertonnière en quatre lots par quatres actes, passés au rapport du présent notaire, celle de 15 arpens a sept lieues de cette ville en date du 31 Mai, mil huit cent six, et la trente Mai dernier, et celle de 17 arpens et demi a 8 lieues de cette ville en date du 29 Avril 1806, en faveur du Sieur Dufau, seulement, et le trente & un Mai de la même année 1806 en faveur des vendeurs; et les esclaves pour les avoir achetés, un de l'énoncé P're Bertonnière, un à l'encan du S'r J'h Faurie, trois de la succession de feu Deonis Bienvenu, la mulatresse à l'encan de Patton & Mossy et les trentes autres du Sieur Richard Raynal Keene, suivant les titres de propriété, que les vendeurs ont présenté et remis à l'acquereur ensemble avec les titres et plans des habitations en présence de nous notaire, et témoins soussignés. Cette vente faite et passée du gré et plein consentement des parties aux clauses et conditions ci-dessus et en outre pour la somme de soixante mille piastres, payables en six termes égaux et par sommes égales au 15 de Mars fixe des années, 1809, 1810, 1811, 1812, 1813, & 1814, avec les reserves et conditions suivantes.

Que l'acquereur, en outre de l'hypothéquê spéciale des habitations, esclaves enfans, que de ceuxci pourront provenir et d'autres objets à lui vendus, fournira hypothéque sur quinze autres esclaves à lui appartenant. Que tous les esclaves, tant les vendus que le 15 propres de l'acquereur travailleont a la

culture et amélioration des habitations vendues comme aussi les enfans que naîtront.

Que dans le cas de mort d'un ou plusieurs éselaves hypothéqués dans cet acte, l'acquereur en avertira immediatement les vendeurs, et les remplacera, et ce, dans le courant de l'année de la dite mort, de manière que l'habitation soit toujours pourvue de pareille quantité de négres, lesquels esclaves ainsi replacés doivent être acceptes par les vendeurs, et demeureront ensuite spécialement hypothéqués jusqu'a parfait paiement.

Que pour assurer les paiemens de la susdite somme l'acquereur versera entre les mains des vendeurs ou leur représenteurs les produits de tous les recoltes, et autres révénus généralement quelconques de quelque nature qu'ils soient, qu'il pourrut faire sur les dites terres et habitations à lui vendues, déduction faites des frais d'exploitation, et déboursés faits pour les remplacemens des négres décédés comme il est dit ci-dessus, lesquels produits demeureront, specialement affectés aux paiemens de la susdite somme aux époques ci-dessus fixées, que s'il ne suffit pas, pour le complet de l'acquet de la somme échue, l'acquereur paiera dix pour cent d'interêt, sur le reliquat échu et non payé, et que si le susdits produits excede la somme échue, l'excedent sera retenu par les vendeurs, en à compter du terme prochaine en bonifiant à l'acquereur un bénéfice de dix pour cent pour toutes les sommes qu'il remettrait en avance.

Que cette derniere clause, n'aura son effet que pour un tiers de chaque somme que l'acquereur doit payer dans les cinq derniers termes, car le premier qui échoira le 15$^{eme}$ Mars fixe, de mil huit cent neuf, montant à dix mille piastres, ainsi que les deux tiers des sommes de chacun des cinq autres termes, il est convenu que l'acquereur doit les satisfaire en entire le jour indiqué, sans que sous aucune cause, ni sous aucun pretexte, il puisse en éluder ou retarder le paiement.

Que l'acquereur ne jouira des avantages que les vendeurs lui font dans les articles précédens, qu'autant qu'il lien vendra un compte juste et fidéle de tous les revenus et récoltes qu'il fera, et que dans le cas contraire, les vendeurs, sont et restent dès à present autorisés a le poursuivre, par toute voie de rigueur pour la ventrée de toutes les sommes échues et non payés.

Que si l'acquereur apres avoir satisfait comme il est dit ci-dessus le premier terme en entier et les deux tiers des sommes de chacun de cinq termes suivants avec les interêts convenus de dix pour cent par an, pour le solde non satisfait, restait encore débiteur au dernier terme fixé au 15 Mars 1814, il aura droit d'exiger une prolongation, d'un et deux ans pour le liquider de la solde en deux termes égaux et par sommes égales en bonifiant aux vendeurs les mêmes interêts de dix pour cent par an sur la somme due.

Que dans le cas que l'acquereur, ne rempliruient pas le paiement des sommes énoncés pour chaque terme, tel qu'il est specifié dans le present acte, les vendeurs auront le droit, ou de faire saisir tous les objets vendus conjointement avec les esclaves propres de l'acquereur, et hypothéqués, pour les faire vendre et se payer du produit, et ce sur le simple sonnent et presentation d'une expédition du présente acte, comme emportant confession, du jugemens, sans que l'acquereur puisse alleguer ni objeter aucune privilége d'etablissement de sucrerie ou autres; où bien ils pourront faire résoudre, immediatement le present acte de vente et obtenir la rentrée sur les objets, esclaves et habitations vendues, en pareuse se soumettent de rembourser à l'acquereur ce qu'ils pourraient avoir reçu à compte du capital ainsi que la valeur des

améliorations à dire d'experts, et ce, à un deux et trois ans de terme par paiement égaux, cette clause étant de rigueur et non comme natoire.

Que les conditions de cette vente étant fondés sur la confiance personelle, que les vendeurs ont dans la solidité, et dans la manière de traouiller de l'acquereur, il est convenu expressément, que s'il venait à décider, avant parfait puisnent de la presente vente, ses heritiers, executeurs, administrateurs ou tous autres ayans cause ne pourront jouir du bénéfice d'aucune des prolongations qui lui sont accordés, mais bien ils seront tenus de payer strictement aux termes ici fixées sans que par aucune evénement, ou raison quelconques, ils puissent se dispenser de les acquitter en totalité, et ils seront en outre obligés, immediatement après le dit décès, de donner caution bonne et suffisante à la satisfaction des vendeurs, tant pour ce qu'il restera dû, du prix, que pour l'execution fidèle des autres conditions du présente acte; à defaut de quoi, les vendeurs seront et restent autorisés à faire saisir tous les objets hypothequés, et à les faire vendre, sur leur simple serment et présentation, d'une expédition du presente acte, comme emportant confession de jugemens, sans qu'il soient tenus de produire aucune autre preuve dont ils sont relevés pour de leur produit être payés du montant de leur du, tant en capital, qu'interets et frais.

Que pour faciliter aux S'rs vendeurs, l'exercise de leurs actions respective, relativement à cette vente il est convenu, qu'il pourront chacun respectivement exiger et recevoir la moitié qui leur revient dans le prix de cette vente, en donner quittance et agir en justice à cet effet, ensemble ou séparément et transporter leurs droits respectifs et en faire et disposer comme bon leur semblera

Toutes lesquelles clauses et conditions, sont et ont été acceptés par les Sieurs Louis Joseph Laurent Wiltz, qui promet les exécuter et remplir ponctuellement à l'accomplissement de quoi il oblige ses biens present et à venir, rénonçant tout les lois que pourraient être en sa faveur, et pour plus grande santé tant du paiement de la susdite somme de $60,000 aux termes stipulées, cet qu'il est spécifié dans cet vente comme de l'accomplissement des conditions, qui y sont insérées, sans que la générale obligation puisse deroger à la speciale, ni celle-ci à la générale, il affecté et hypotheque specialement, en autres des habitations esclaves que de ceux-ci naîtront et de tous les objets qui lui sont rendus, quinze autres esclaves à lui propres, qui sont libres, de toute autre hypotheque, ce que je certifie moi notaire annotateur, nommé; Isidore, négre age de 30 ans, charretier, laboureur et bonne hache; Martin, nègre de 37 ans, creole laboureur, charretier et bon hache; Hector, négre de 58 ans, charretier et bon pioche; Dagnan, négre de 55 ans, creole charretier, laboureur et bon hache et pioche; Neptune, négre de 36 ans, charretier laboureur, bon pioche et hache; Louise, négresse de 40 ans; Rose, négresse de 36 ans; Eléne, négresse de 13 ans; Catherine, de 12 ans, tous quatre créoles, bonne pioches et pelles; Marie Louise, négrette, créole de huit ans; Joseph, négre de 18 ans; Apollon, négre de 15 ans; Jéan, négre de 16 ans; Narcisse, négre de 15 ans; et Antoine, négre de 16 ans, tous les cinq bon pioche et pelle; lesquels habitations, esclaves, enfans qui naîtront et autres objets, énoncés, il promet de ne vendre, ni les aliéner qu'au préalable, il ne se soit entierement acquitté envers les Sieurs vendeurs, ou qu'il n'ait obtenu d'eux main lévée de la presente hypothéque, voulant que tous actes à ce contraire soit nuls, d'aucune valeur ni effet, ce qui à été accepté par Sieurs vendeurs, qui ont declaré qu'ils ont vu et vinte l'enoncés quinze esclaves et qu'ils sin contentent, au

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moyen de quoi, ils declarent de desaisir en faveur du dit Sieur Louis Joseph Laurent Wiltz acquereur de tout leurs droit de propriété, sur les susdites habitations, esclaves et objets vendus, pour par le dit acquereur, ses heritiers ou ayans cause a jouir et disposer comme de chose à lui appartenant, dès maintenant et à toujours car ainsi, &c., obligeant, &c., promettant, &c., soumettant, &c. Dont acte et jugé de leur consentement.

Fait et passé en l'étude à la Nouvelle Orléans les jour et an que dessus en présence des Sieurs Jean Baptiste Ramirez, Jean M. Delarme & Joachim Lozano, temoins qui ont signés, ainsi que les parties et nous notaire, soussigné.

La minute est signée:

P. F. DUBOURG.
C. B. DUFAU.
LOUIS JOSEPH LAURENT WILTZ.
JN. BTE. RAMIREZ.
DELARME.
JOAQUIN LOZANO,
PIERE PEDESCLAUX, *Notaire.*

Pour copie conforme à l'original, resté en mon étude pour recours, en foi de quoi, j'ai signé le present, et apposé le sceau de mon office à la N'elle Orleans, le 28 Decembre, 1830.

LOUIS T. CAIRE, *Not. Pub.* [ L. S. ]

*Copy of inventory annexed to the above bill of sale.*

Inventaire des animaux, outils, utensiles aratoires et vivres que se trouvent à l'habitation de P. F. Dubourg & C. B. Dufau, qu'ils ont vendues à Mr. Louis Joseph Laurent Wiltz, suivant l'acte passé ce jour en l'étude de Mr. Pierre Pedesclaux, notaire public.

*Savoir.*

22 bœufs de itre,
3 taureaux,
6 vaches mire,
Six taures,
4 veaux,
} ensemble 41 bêtes à cornes,
30 brebis, agneaux et béliers,
10 cochons grands et petits,
2 charrues neuves,
1 haras neuf,
1 herse neuf,
1 charrette ayant servi,
2 paires roues neuves,
1 essieu en fer neuf,
1 fer à étampe marqué D D,
28 haches neuves,
10 louchets ou pêles en fer neuves,
24 pioches neuves,
2 herminettes neuves,
1 scie neuve,
1 passe partout neuf,
2 egöines neuves,
1 tourre a gauche neuf,

3 paires à meules, moyennes neuves,
1 piere a huile,
1 moulin à mais grand et neuf,
8 limes assortées neuves,
24 paires couplets neuf,
2 contraire & deux manches neuf,
1 tabais neuf,
1 compas neuf,
1 regle de trois pied en fer neuf,
1 fer carré neuf,
1 virebrequin & méches neufs,
Cinq tarières grandes et moyennes,
1 douzaine veilles neufs,
1 douille à tonneleir neuf,
2 herminettes a pieux neuf,
1 marteau neuf,
4 ciseau a douille neuf,
2 verlopes neuves,
2 galères neuves,
2 rabots neufs,
1 bouvet de huit fers, neuf,
1 paire bouvets à planches, neufs,
2 lignes à charpentier,
2 paquets fil de pitre à cordeaux,
4 livres de blanc d'Espagne & une demi livre plomb rouge,
1 ligne de pèche & environ 40 brasses cordage,
67 sacs vuides,
3 chalans de Kentucky garnis de planches,
10 chaudières grandes et moyennes,
1 progue pour l'auge des animaux,
6 peaux de bœufs,
18 chaires cannes,
1 bois de lit et 2 matelas,
1 seringue,
2 douzaines verres,
1 do. bols,
1 gril, 1 poële a frive, et une caisse savon,
114 barils mais, 2 barils ris, 1 baril poix,
20 barils farine, 6 quintaux biscuits,
12 demi barils farine bled noir, 4 barils bœuf,
1 baril porc, un baril semi roux, 2 barils sel, 2 jumbons,
2 dames-jeunes tafia, 1 dame-jeune vinaigre, sur laquelle quantité de vivres, sont comprix ceux en consommation, depuis le premier Avril dernier, en foi de quoi, Nouvelle Orleans, le 2 Juin, 1807.

Signé: C. B. DUFAU.
P. F. DUBOURG.

Je, Louis T. Caire, notaire public, dans et pour la ville et paroisse de la N'elle Orleans, certifié, que ce qui précede est une copie conforme, à l'inventaire original, annexé d'une vente d'habitation, faite Messrs. Pierre François Dubourg et Charles Boromée Dufau à Mr. Louis Joseph Laurent

Wiltz, par acte au rapport de Pierre Pedesclaux, alors, notaire, en date du 2 Juin 1807. Nouvelle Orleans, le 28 Decembre 1830.

LOUIS T. CAIRE, *Not. Pub.* [L. S.]

*Statement of the affairs of P. F. Dubourg in* 1811.—*A.*

Voici le tableau tant de mon actif personnel qui de celui de ma maison.

*Personnel.*

Hypothéque sur l'habitation la Réunion, appartenant à Messrs. Wiltz, Masicot & Dufau, pour les sommes ci-après detaillès.

| | | | |
|---|---|---|---|
| Par précompte fixé au 15 Mars d'r exigibles des à present, - | $8,063 72 | | |
| à échoir au 15 Mars 1812, - - | 5,000 | | |
| 15 Mars 1813, - - | 5,000 | | |
| 15 Mars 1814, - - | 5,000 | | |
| | | | 23,063 72 |

N. B. Mon contrat de vente a Mr. Wiltz a été passé chez T. Pedesclaux et porte date 2 Juin 1807. Il y a hypothéque spéciale, non seulement sur l'habitation et 36 négres aussi vendus, mais encore sur 15 négres de plus qui ont été mis sur la dite habitation, lors de la prise de possession, avec la clause d'y maintenir toujours la même quantité de negres, les paiemens reculés portant un interêt de 10 p. c. par an. Il est aussi stipulé par le contrat, que le cas advenant, ou Mr. Wiltz demandrait possesseur, de toute autre objêt, par heritage ou autrement, il serait tenu de s'acquitter envers les vendeurs, même avant l'échérance des termes, sans la deduction des interêts exigibles contre lui. Mr. Wiltz en vendent une partie de la dite habitation à Messieurs Masicot & Dufau a conservés mes droits & a stipulé de plus que je serai payé le premier.

Cette habitation est maintenant dans le meilleur état possible & en grand revenu.

| | | | |
|---|---|---|---|
| Ma maison rue Dumaine, assurée à la compagnie du Phœnix, - - - - - | | | 10,000 00 |
| Habitation au Faubourg Wiltz, contenant trente quatre terrains, entierement payée & relevée de toute hypotheque. | | | |
| Coût primitif, - - - - - | 7,500 | | |
| Maison principale, a domestiques, cuisine, colombier, cour, écurir & etourage, - - - | 2,500 | | |
| Animaux, vâches laitieres, instrumens aratoires, meubles & utensils, - - - - | 1,000 | | |
| | | 11,000 | |
| Maison & terrain au Faubourg Marigny, - - | | 1,400 | |
| 15 esclaves, dont 7 negres domestiques & a talens, 2 negresses, do. 4 mulatresses, do. 2 enfans mulatres, | | | 10,000 |

| | | |
|---|---|---|
| Meubles, meublans, linge & argenterie, - | | 4,000 |
| Brig Alexandrine & sa cargaison, - - - | | 4,000 |
| N. B. Le subrecargeur de ce batiment a été longtems détenu au Cap Français, ou il a été contraint, de vendre la batiment payable en denrées, ne trouvent pas de navire pour faire ses retours ici, ainsi qu'il en avait l'ordre, il a été régler quelques interêts à la Jamaique, mais une lettre datée du 7 Mai de Kingston, m'annonce son retour au Cap sous huit jours, et que de suite il fera partir un batiment de marché pour ce port avec son café. | | |
| Un teris d'habitation de 34 arpens de face au bas du fleuve avec cypriere vinge coût & depenses depuis près de six ans, - - - - - | | 1,850 |
| C. B. Dufau, en son particulier, pour autant payé, a l'acquit de la liquidation Dubourg & Dufau, - | | 3,700 |
| Dupuy, remboursements de trois billets, depuis le 29 Mars 1810, avec interêts, jusqu'a cette époque, | | 1,200 |
| N. B. J'ai une reprise pour cet objet, sur Mr. July, qui m'en a promis le remboursement immediat, sur les fonds provenant d'une cargaison à son adresse. | | |
| Cinq actions de la banque de la Louisiane, - - | | 500 |
| Cinq actions de la compagnie de navigation, - | | 350 |
| Une action du théatre Orléans, - - - | | 500 |
| Interets sur divers batiments expediés pour l'Europe dont je n'ai aucun resultat, coût de denrées, - | | 6,500 |
| Propriété aux Attakapas vendues par J. Joly, - | | 6,000 |
| | | 84,063 72 |

*Actif Social.*

| | | |
|---|---|---|
| Salomon, négre de 30 ans, fort & bien constitué, excélent seieur de long cuisinier, bucheur, gréeur, de bateaux, rameur, et propre à toute espéce de travaux. | | |
| Anna, négresse de 40 ans, bon sujet cuisinière, blanchisseuse, couturière, | | 2,650 |
| Tom, son fils agé de 10 ans, | | |
| Tom, negre de 28 ans, travailleur & pezeur, | | |
| Fleaux, poids, 2 romaines, effets & utensiles de bureau, - - - - - - | | 500 |
| Suite et montant du crédit social, - - - | | $3,150 |
| Terre aux Attakapas, achetée de Mr. Berny, il y a 3 ans, - - - - - - | 1,000 | |
| Marchandises, consistant en coton & cordage, - | 1,600 | |
| 2 negresses & 1 négre chez A. D. Tureau, - | 1,400 | |
| Propriété en partie d'un magasin aux Attakapas, & moitié d'un jolie habitation, au comté d'Acadie, vendues par J. Joly, - - - - - | 6,000 | |

| | | |
|---|---|---|
| Actions de banque de la Louisiane, - - | 1,000 | |
| " " des habitants, | | |
| Divers billets et debiteurs par compte, - - | 22,236 35 | |
| Operation en sucre au continent, - - - | 2,400 | |
| Bénéfices supposés son retour en esclaves de Baltimore, - - - - - - | 1,000 | |
| | | 40,586 35 |
| Total de l'actif, - | | $124,650 07 |

*Passif tant de mon compte que de celui de Dubourg & Debuys.*

| Billets à payer. | Escomptés. | Non Escomptés. | Total. | |
|---|---|---|---|---|
| 1811. | | | | |
| Mai pour Joly - | 640 | - | 2,416 66 | |
| " do Douane - | - | 1,776 66 | | |
| Juin pour Joly - | - | 2,167 81 | 2,167 81 | |
| " pour notre compte | 1,655 | - | 1,655 | |
| " pour notre compte | 7,145 | 8,278 5 | 15,423 5 | |
| Juillet pour notre compte | 14,380 | 5,426 | 19,806 | |
| Aout ditto - | - | 4,351 90 | 4,351 90 | |
| Sep. ditto - | - | 3,069 4 | 3,069 4 | |
| Nov. ditto - | - | 266 | 266 | |
| Dec. ditto - | - | 1,483 88 | 1,483 88 | |
| 1812. | | | | |
| Avril ditto - | - | 2,240 | 2,240 | |
| Mai ditto - | - | 268 | 268 | |
| | 23,820 | 29,327 34 | 53,147 34 | |
| Dû a divers par comptes - | - | | 11,056 | |
| | | | | 64,203 34 |
| Excédent de l'actif - | - | - | - | 60,446 73 |

Nouvelle Orleans, *le* 30 *Mai* 1811.

P. F. DUBOURG.

*Deposite of private act.*—D.

Par devant Marc Lafitte, notaire public, en la ville de la Nouvelle Orléans, Territoire d'Orléans, Etats Unis d'Amerique, et en presence des temoins ci-après nommés.

A été present Mr. Pierre François Dubourg, courtier & commissionaire en cette ville de la Nouvelle Orléans y démeurant, rue Dumaine, lequel a par le present acte, deposé en notre office, et nous a requis, de mettre et enregistrer sur le Register Courant de nos actes, un acte sous seing privée, d'une vente, à lui consentir, le 31 Janvier de cette presente année et signé par Mr. Jacques Joly, aussi négociant en cette ville, par laquelle ce dernier vend a ce prémier son interêt dans le magasin qu'il a, à la côte Gelée, quartier des Attakapas sous la conduite de Monsieur H'y Pintard, marchandises, créances et immeubles ainsi, et de la manière portée en la dite vente, sous

signature privée; laquelle après avoir été signée, ne varietur par le dit Sieur Dubourg cotée et paraphé par le notaire public soussigné, est et demeure ci annexée, pour toutes expeditions necessaires, etre delivrées, dont acte. Fait et passé à la Nouvelle Orléans en l'étude, le premier jour du mois de Mars 1811, la 35eme année de l'independence des Etats Unis d'Amerique, en presence de Messieurs Philip Carlier D'Autrener et Rudolph Zcheuder, domiciliés, temoins pour ce appellés et venus, qui ont signé avec le dit Sieur Dubourg requirant, et le notaire public.

Signé: P. F. DUBOURG.
RUD. ZCHEUDER.
CARLIER D'AUTRENER.
M'RC LAFITTE, *Not. Pub.*

Je soussigné Jacques Joly déclare vendre & transporter à Mr. P. F. Dubourg tout mon interet dans le magasin que j'ai à la cote Gelée, quartier des Attakapas, sous la conduite de Mr. H'y Pintard, consistant en diverses marchandises tant en nature que les créances provenant des envoys que j'ai fait au dit Sieur Pintard, aput les factures dont je lui ai remis copie, lui faisant également transport & vente de la maison suivant de magasin & ou loge le dit Sieur Pintard & ce pour une somme de treize mille neuf cent soixante sept gourdes que j'ai recu de lui à differentes époques, promettant lorsque j'en serai requis par lui de me presenter chez un notaire public pour faire le dépot du present, sous seing privé auquel je donne la même force que si dès ce moment il était passé par devant une notaire, promettent ensuite de donner avis au dit Pintard du present accord, le dit Sieur Dubourg promettant de sa part de remplir envers Mr. Pintard qui sont parties dans notre acte de société en date du 5 May 1810.

Fait à la Nouvelle Orléans le 31 Janvier 1811.

Signé: J'QUES JOLY.
Ne varietur.—Signé: P. F. DUBOURG.

Signé et paraphé par moi notaire public soussigné en la ville de la Nouvelle Orléans, Etats Unis d'Amerique au desir de l'acte de dépot de ce jour, premier jour du mois de Mars 1811, la 35eme année de l'independence des Etats Unis d'Amérique.

Signé: MC. LAFITTE, *Not. Pub.*

Pour copie conforme, Nouvelle Orléans, le 28 Decembre 1830.

A. MAZUREAU, *Not. Pub.* [L. S.]

*Declaration of sale.*—H.

En la ville de la Nouvelle Orléans dans l'Etat de la Louisiane, le 28 Janvier 1830, et dans la 54eme année de l'indépendence des Etats Unis d'Amérique. Par devant Felix de Armas, notaire publique dûment commissioné dans et pour la ville & paroisse de la Nouvelle Orléans y residant & en presence des témoins, ci-après nommés & soussignés.

Sont personellement comparus, Madame Angelique Genevieve Langelier, venue de feu Mr. Jacques Philippe de Scilly, demeurant en cette ville d'une part et Mr. P. François Dubourg de St. Colombe, aussi demeurant en cette ville d'autre part.

Et la dite dame veuve Scilly, a déclarée, que le 22 Juin 1803, époque à laquelle elle se trouvait a Kingston isle de Jamaique, elle rendit a Madame Elizabeth Charest de Lauzon, épouse du dit Sieur Dubourg de St. Colombe,

une griffonne nommée Isabelle, créole de St. Domingue, alors agée de dix neuf ans, pour la somme de $400, qui lui fut payé par Mr. François Charest de Lauzon, père de la dame acquereur: qu'a cette même date, elle dite dame comparante, remit à la dame acquereur, une vente de la dite esclave, faite sous seing privé sur papier timbré, présence de deux témoins, savoir, Messrs. Honard et Deynant; pareille piéce sous seing privée, lui étant ici representée par le dit Dubourg comparant, la dite dame veuve de Scilly, la reconnait être la même, et pour y recourir au besoin la dite dame veuve de Scilly et le dit Sieur Dubourg requerant le notaire soussigné de la transcrire ici et de l'annexer aux presentes, a quoi *obtenesurant* le dit notaire à procédé à la dite transcription, comme suit.

"Je declare et reconnais avoir vendue & livrée a Mad'm Dubourg de St. Colombe, une griffonne nommée Isabelle, créole de St. Domingue agée de 19 ans, a Kingston depuis plusieurs années, pour prix de somme de quatre cents gourdes, qui (ici le papier est lacéré, et laisse lier après cette laceration) de Lauzon, son père. m'a payé ce (ici le papier est lacéré, est laisse lier après cette laceration) Juin, mil huit cent trois. Langelier ve. de Scilly. Honard témoin, Deynant témoin & après la dite transcription, le dit notaire a, ci annexé la dite piéce, après qu'elle a été signée & paraphé, *ne varietur* par les comparans et les notaire & témoins soussignés.

Et encore, la dite dame veuve de Scilly, déclare qu'aujourd'hui, Mr. Dubourg la requérant, 1°. de fournir expressément, dans la forme d'une vente authentique & dans nul autre forme, un titre à la dite esclave, 2°. de faire recevoir par le notaire soussigné, la déclaration de M'me . . . Deynant, que la signature de M'lle Deynant apposée au bas de la dite piéce sous seing privé, est veritablement celle de Mr. Deynant son mari, ecrite de la propre main de Mr. Deynant, cette déclaration devant être ainsi prise, puisque celle de Mr. Deynant, lui-même ne peut l'être en raison de son absence de cet Etat, & 3°. de faire recevoir de même l'approbation, à la dite vente par M'me Myrthe de Scilly, épouse de Mr. Samuel Jarvis Peters, tous de cette ville de la Nouvelle Orléans, la dite dame Peters, seule & unique enfant & heritier du dit feu Sieur Jacques de Scilly, son père.

En conséquence la dite dame v^e^. de Scilly, déclare que depuis le dit jour 22d Juin 1803, et pour toujours, elle a vendu & livrée sous toutes la garantie de droit, voulurs par les lois & coutumes en rigueur au dit Kingston, Jamaique, à la dite dame . . . . . de Lauzon, épouse du dit Sieur François Dubourg de St. Colombe, aujourd'hui décédé, mais la dite vente, acceptée par le dit Sieur Dubourg de St. Colombe pour les heritiers & ayans causes de la dite feue dame, son épouse.

La dite griffonne Isabelle, alors agée de 19 ans, la dite vente faite pour la susdite somme de quatre cent piastres, que la dite dame veuve de Scilly, reconnait avoir reçu à la dite époque, en donnant, comme de fait, par ces presentes elle donne, sur abandonnement, quittance & décharge.

Au moyen duquel paiement fait & accepté la dite dame veuve de Scilly a cédé & transporté à la dite feue dame Dubourg de St. Colombe comme de fait, par les presentes, elle cède et transporte aux heritiers ou ayans causes de cette dernière, tous les droits de propriété & autres qu'elle a en & peut aujourd'hui avoir, sur la dite griffonne (ainsi que sur tous les enfans qui la sont provenus) pour par les heritiers & ayans causes de la dite feue dame Dubourg de St. Colombe, qui à l'époque de la dite vente, à Kingston, a été mise en possession de la dite esclave, & qui en sont actuellement en posses-

sion (ainsi que des enfants qui en sont provenus) en jouir, faire & disposer, comme de chose à eux bien & légitimement appartenante en toute propriété.

Et aux est intervenue & personnellement comparue la dite dame . . . . épouse du dit Sieur . . . . . Daynant, demeurant en cette ville, laquelle a declarée, que la signature Deynant, apposée au sous seing privé ci-dessus mentionné & ci-annexé, & vu & examiné par la dite dame veuve Deynant est bien & veritablement celle de Mr. Deynant, son mari, écrite de sa propre main.

Et ainsi aux présentes est personnellement comparue, Mme. Myrthe de Scilly, épouse de Mr. Samuel Jarvis Peters, tous deux demeurant en cette ville, la dite dame, du dit Sieur son mari, dûment assistée & autorisée, laquelle a declarée, que sa mère Madme. ve. de Scilly, partie aux presentes n'ayant encore faite aucun réglemens de la succession de feu Mr. Jacques Philippe de Scilly son mari, père de la dite dame Peters & dont elle est seule & unique heritier, ni de la communanté, qui a existé entre le dit feu Sieur de Scilly & la dite dame ve. de Scilly, communanté, qui a continué a exister entre la dite dame veuve de Scilly & la dite dame Peters; ces causes donneraient a elle dame Peters des droits sur tous les biens possedés par la dite dame veuve de Scilly sa mère, comme étant restée dans l'indivision avec elle dame Peters jusqu'a ce jour; c'est pourquoi, la dite dame Peters autorisée que dit est, a de plus déclarée, qu'après avoir prise communication & lecture du presente acte, elle approuve formellement la dite vente faite sous seing privé dans tout son contenu, ainsi que celle qui résulte des presentes & rénonce dès maintenant & à toujours à ne jamais revenir contre pour quelque cause ou raison que ce puisse être, ce qui est encore acceptés par le dit Sieur Dubourg.

Fait et passé en l'étude les mêmes jour, mois et an susdits, en presence de Messrs. Felix Percy & Jules Massy, témoins qui ont signés avec les comparans & le notaire après lecture faite.

Signé:

VE. DE SCILLY.
MYRTHE PETERS.
SAM. J. PETERS.
VALLADE DEYNANT.
FELIX PERCY.
J. MASSY.
FELIX DE ARMAS,
*Not. Pub.*

Pour copie conforme à la minute. Nouvelle Orléans, 29 Decembre, 1830.
FELIX DE ARMAS, [L. S.]
*Not. Pub.*

*List of mortgages.—K.*

Liste des hypothéques suscrites au bureau des hypothéques pour la ville & paroisse de la Nouvelle Orleans au nom de Mr. Pierre François Dubourg, depuis le 12 Mai 1811, jusqu'au premier Fevrier 1815.

L. 7. F. 71. Nlle. Orleans, sept Juin 1811. Hypothéque consentir par acte, devant M. Broutin, notaire, le 7 Juin 1811, en faveur de la banque de la Louisiane, sur diverses propriétés décretes au dit acte, pour sureté de la somme de $24,790.

Par acte devant N. Broutin, en date du 27 Aout 1811, mainlévée partielle a été donnée sur le négre *Henry* de 18 ans.

Par acte devant Philippe Pedesclaux du 23 Fevrier 1809, quittante de $1,500 a été donnée & mainlevée consentir sur portion d'un terrain designé par le No. 6.

Par acte devant H. Lavergne du 16 Mai 1820, la dite hypothéque a été éteinte et annullée.

L. 7. F. 339. Nelle. Orleans, 3 Oct. 1812. Hypothéque consentir par le dit Dubourg, conjointement avec Paul Lanusse, Montegrit, sen., D. de la Croix, Alexis Ronami, J. B. Labatert, Montegret, jun., Hiligsberg, Michel Fortier & Jh. Roffignar, par acte devant George W. Morgan, sheriff, sur un lot de terre, faisant face à la rue St. Anne, & mésurant 60 pieds sur la dite rue, & environ 70 pieds au face à la rue d'Orleans, sur 155 pieds environ, de profondeur, d'une rue à l'autre, pour sureté de la somme de $16,500.

Par acte devant M. Lafitte du 5 Mars 1817, la dite hypothéque a été eteinte & annullée.

L. S. F. 65. Nouvelle Orleans, 7 Fevrier 1814. Hypothéque consentir par acte devant Marc Lafitte du 16 Fevrier 1814, en faveur de la banque de la Louisiane, sur un terrain situé en cette ville, rue de la Douane, et plus amplement décrit au dit acte pour sureté d'une somme de $3,900.

Par acte devant Hugens Lavergne, en date du 15 Juillet 1822, la dite hypothéque a été éteinte & annullée.

L. M. No. 1. F. 86. Nouvelle Orleans, 20 Aout 1811. Hypothéque générale resultante d'un jugement rendu en la cour de paroisse, pour la ville & paroisse de la Nouvelle Orléans, le 28 Août 1811, à la requête de J. Joseph Aicard, pour la somme de $232 37½.

Le 22 Aout 1811, le dit jugement a été acquitté.

L. M. No. 1. F 90. Nelle. Orleans, 16 Novembre 1811. Hypothéque generale resultante d'un jugement rendu en la cour de paroisse, pour la ville & paroisse de la Nouvelle Orléans, le 13 Novembre 1811, à la requête de Francois Barnondy, pour la somme de $555 12½.

Laquelle hypothéque a été radicé par ordre de la cour de paroisse, en date du 7 Fevrier 1812. Nouvelle Orléans, 28 Decembre 1830.

J. MERCIER, *Com.*

Le soussigné, conservateur des hypothéques pour la ville & paroisse de la Nouvelle Orleans, Etat de la Louisiane, certifie, que la liste que précéde est un extrait veritables de ses registres. Nouvelle Orléans, vingt huit Decembre 1830.

J. MERCIER, *Com.* [L. S.]

*Inventory of Dubourg's property.—B.*

In the city of New Orleans, State of Louisiana, on the 17th day of February, in the year of our Lord one thousand eight hundred and thirty, and 54 of the American independence, at 10 o'clock P. M., at the request of Seaman Field, Esquire, of this city, acting in his capacity as one of the testamentary executors of the late Pierre Francis Dubourg, deceased, and pursuant to an order from the hon. the court of probates in and for the city and parish of New Orleans, dated the 2d day of February instant, rendered on a petition presented to the said court by the said Seaman Field, certified copies of which petition and decree are hereto annexed:

I, Felix de Armas, notary public in and for the city and parish of New Orleans, duly commissioned and sworn, accompanied by and in presence of the undersigned witnesses, repaired to the house belonging to the said deceased,

in Dumain street, between Royal & Bourbon streets, where we found, 1st, the said Seaman Field; 2d, Mrs. Louise Marie Dubourg, wife of the said Seaman Field, and by him duly assisted; 3d, Mr James H. Field, acting for and in behalf of Mr. Michel Doradon Bringier, of the parish of St. James, in this State, and Mrs. Louise Aglaé Dubourg, wife of the said Bringier, by virtue of a missive letter from the said Bringier, dated the 4th day of February instant, & hereto annexed.

The said James H. Field, further acting in behalf of Mr. Horatio Davis, of the parish of Jefferson, in the State aforesaid, and Mrs. Charlotte Dubourg, wife of the said Horatio Davis, by virtue of a missive letter, dated Donaldsonville, the 11th day of February instant, directed to the said James H. Field; which letter is hereto annexed, for recourse: 4°. Mrs. Jeanne Charlotte Victoire Dubourg, wife of the said James H. Field, and by her said husband duly assisted: 5°. Mr. John Thibaud, of the parish of Orleans; Mrs. Jeanne Louise Adel. Dubourg, wife of the said John Thibaud, and by him duly assisted. The said Mrs. M. D. Bringier, Mrs. Horatio Davis, Mrs. Seaman Field, Mrs. James H. Field, and Mrs. John Thibaut, acting in their capacity as heiresses for one-fifth part each, in the estate of the said Pierre François Dubourg, their father, whose succession is hereby accepted, with benefit of inventory, by the said Mrs. Seaman Field, Mrs. James H. Field, and Mrs. John Thibaud, personally, under the assistance and authorization of their husbands, and by the said James H. Field, in behalf of his constituents, aforesaid. 7°. The honorable Gallien Preval, associate judge of the city court in and for the city of New Orleans. 8°. Mr. Gaspard Baum, of this city. 9°. And finally, Mr. Marcel Gourd, of said city of New Orleans: the two latter acting as appraisers, duly appointed, and sworn to, by me, the notary.

Wherefore, after the seals affixed by the said Hon. Gallien Preval on the effects of the said deceased had been recognised sound and entire by him, I, the said notary, for the preservation of the rights of all persons interested in the succession of the said deceased Pierre Francis Dubourg, and agreeably to the above recited request and decree, proceeded to take a true and faithful descriptive and estimative inventory of the property, slaves, effects, titles, and papers, belonging to the said succession, as follows, to wit:

*In a room of the first story, fronting the street.*

| | | |
|---|---|---|
| One small mahogany table, valued at five dollars | - - | 5 |
| 1 mahogany bureau, valued at twenty-five dollars | - - | 25 |
| 2 mahogany armoirs, valued, together, at forty dollars | - - | 40 |
| 1 " bedstead, two moss mattresses, 1 bolster, and one counterpane, altogether, valued at twenty-five dollars | - | 25 |
| 1 stove, with its pipes, valued at ten dollars | - - - | 10 |
| 2 trunks, valued at one dollar | - - - - - | 1 |
| 1 tin box, valued at twenty five cents | - - - - | 25 |
| 1 bookcase, valued at five dollars | - - - - | 5 |
| 1 washstand, valued at one dollar | - - - - | 1 |
| 5 straw chairs, valued, together, at two dollars | - - | 2 |
| 5 pictures, valued, together, at five dollars | - - - | 5 |

*In the parlor.*

| | | |
|---|---|---|
| 2 card tables, valued, together, at twenty dollars | - - | 20 |
| 1 dozen mahogany chairs, valued at eighteen dollars | - - | 18 |

507

| | | |
|---|---|---|
| 11 painted straw chairs, valued at six dollars - - - | $ 6 | |
| 1 forte piano, (claimed by the children of sd. deceased as their property,) valued at fifty dollars - - - - | 50 | |
| 1 set of Britannia ware, consisting of ten pieces, valued at ten dollars - - - - - - | 10 | |
| 1 pr. andirons, shovels and tongs, one fender, bellows, and 2 spitting boxes, valued at ten dollars - - - - | 10 | |
| 3 pictures, altogether valued at two dollars - - - | 2 | |
| 1 ditto valued at one dollar - - - - | 1 | |
| 2 mahogany tables, valued at eight dollars - - - | 8 | |
| 1 looking-glass, valued at ten dollars - - - - | 10 | |
| 1 carpet, valued at eight dollars - - - - | 8 | |
| 1 clock, valued at ten dollars - - - - - | 10 | |

*In a room fronting the yard.*

| | | |
|---|---|---|
| 2 mahogany armoirs, valued altogether at forty dollars - | 40 | |
| 2 common mahogany bedsteads, six moss matrasses, 4 pillows, 2 bolsters, and 2 counterpains, valued at fifty dolls. - - | 50 | |
| 1 pair andirons, shovel, tongs, and fender, valued at 5 dollars | 5 | |
| 1 small looking-glass, valued at two dollars - - - | 2 | |
| 6 straw chairs, valued at two dollars - - - - | 2 | |
| 1 small cherry table, valued at one dollar - - - | 1 | |
| 1 pair andirons, shovels, tongs, and bellows, valued at three dollars - - - - - - - - - | 3 | |
| Three candlesticks, valued at fifty cents - - - | | 50 |
| One carpet, valued at five dollars - - - - | 5 | |
| 2 cypress couches, valued together at three dollars - - | 3 | |
| 1 commode, valued at one dollar and fifty cents - - | 1 | 50 |
| 1 saddle, valued at ten dollars - - - - - | 10 | |
| 1 candle stand, valued at one dollar - - - - | 1 | |
| 1 dozen silver spoons and forks, valued at seventy-two dollars - | 72 | |
| 2 sauce spoons and 1 soup spoon, valued altogether at 24 dollars | 24 | |
| 25 tea spoons, valued altogether at thirty-six dollars - - | 36 | |
| 6 silver spoons and forks, valued at twenty-four dollars - | 24 | |
| 1 easy chair, valued at three dollars - - - - | 3 | |
| 1 lot of books, valued at forty dollars - - - - | 40 | |

*In the dining room.*

| | | |
|---|---|---|
| 14 straw chairs, valued altogether at three dollars - - | 3 | |
| 1 dining table, composed of three pieces, valued at 20 dollars - | 20 | |
| 2 branch and two single candlesticks, snuffers and tray, valued altogether at six dollars - - - - - - | 6 | |
| 2 reflecting lamps, valued at one dollar - - - | 1 | |
| 1 mahogany sideboard, valued at twelve dollars - - | 12 | |
| 1 liquor stand and five waiters, valued at six dollars - - | 6 | |

And there being nothing more found in said house to include in this inventory, all the effects above inventoried were, with the consent of all the interested parties, left to the care and custody of the said Seaman Field. And the continuation of this inventory being postponed at four o'clock P. M.,

in Dumain street, between Royal & Bourbon streets, where we found, 1st, the said Seaman Field; 2d, Mrs. Louise Marie Dubourg, wife of the said Seaman Field, and by him duly assisted; 3d, Mr James H. Field, acting for and in behalf of Mr. Michel Doradon Bringier, of the parish of St. James, in this State, and Mrs. Louise Aglaé Dubourg, wife of the said Bringier, by virtue of a missive letter from the said Bringier, dated the 4th day of February instant, & hereto annexed.

The said James H. Field, further acting in behalf of Mr. Horatio Davis, of the parish of Jefferson, in the State aforesaid, and Mrs. Charlotte Dubourg, wife of the said Horatio Davis, by virtue of a missive letter, dated Donaldsonville, the 11th day of February instant, directed to the said James H. Field; which letter is hereto annexed, for recourse: 4°. Mrs. Jeanne Charlotte Victoire Dubourg, wife of the said James H. Field, and by her said husband duly assisted: 5°. Mr. John Thibaud, of the parish of Orleans; Mrs. Jeanne Louise Adel. Dubourg, wife of the said John Thibaud, and by him duly assisted. The said Mrs. M. D. Bringier, Mrs. Horatio Davis, Mrs. Seaman Field, Mrs. James H. Field, and Mrs. John Thibaut, acting in their capacity as heiresses for one-fifth part each, in the estate of the said Pierre François Dubourg, their father, whose succession is hereby accepted, with benefit of inventory, by the said Mrs. Seaman Field, Mrs. James H. Field, and Mrs. John Thibaud, personally, under the assistance and authorization of their husbands, and by the said James H. Field, in behalf of his constituents, aforesaid. 7°. The honorable Gallien Preval, associate judge of the city court in and for the city of New Orleans. 8°. Mr. Gaspard Baum, of this city. 9°. And finally, Mr. Marcel Gourd, of said city of New Orleans: the two latter acting as appraisers, duly appointed, and sworn to, by me, the notary.

Wherefore, after the seals affixed by the said Hon. Gallien Preval on the effects of the said deceased had been recognised sound and entire by him, I, the said notary, for the preservation of the rights of all persons interested in the succession of the said deceased Pierre Francis Dubourg, and agreeably to the above recited request and decree, proceeded to take a true and faithful descriptive and estimative inventory of the property, slaves, effects, titles, and papers, belonging to the said succession, as follows, to wit:

*In a room of the first story, fronting the street.*

| | | |
|---|---|---|
| One small mahogany table, valued at five dollars - - | 5 | |
| 1 mahogany bureau, valued at twenty-five dollars - - | 25 | |
| 2 mahogany armoirs, valued, together, at forty dollars - - | 40 | |
| 1 " bedstead, two moss mattresses, 1 bolster, and one counterpane, altogether, valued at twenty-five dollars - | 25 | |
| 1 stove, with its pipes, valued at ten dollars - - - | 10 | |
| 2 trunks, valued at one dollar - - - - - | 1 | |
| 1 tin box, valued at twenty-five cents - - - - | | 25 |
| 1 bookcase, valued at five dollars - - - - | 5 | |
| 1 washstand, valued at one dollar - - - - | 1 | |
| 5 straw chairs, valued, together, at two dollars - - | 2 | |
| 5 pictures, valued, together, at five dollars - - - | 5 | |

*In the parlor.*

| | | |
|---|---|---|
| 2 card tables, valued, together, at twenty dollars - - | 20 | |
| 1 dozen mahogany chairs, valued at eighteen dollars - - | 18 | |

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| | | |
|---|---|---|
| 11 painted straw chairs, valued at six dollars - - - | $ 6 | |
| 1 forte piano, (claimed by the children of sd. deceased as their property,) valued at fifty dollars - - - - | 50 | |
| 1 set of Britannia ware, consisting of ten pieces, valued at ten dollars - - - - - - - | 10 | |
| 1 pr. andirons, shovels and tongs, one fender, bellows, and 2 spitting-boxes, valued at ten dollars - - - - | 10 | |
| 3 pictures, altogether valued at two dollars - - - | 2 | |
| 1 ditto valued at one dollar - - - - | 1 | |
| 2 mahogany tables, valued at eight dollars - - - | 8 | |
| 1 looking-glass, valued at ten dollars - - - - | 10 | |
| 1 carpet, valued at eight dollars - - - - | 8 | |
| 1 clock, valued at ten dollars - - - - - | 10 | |

*In a room fronting the yard.*

| | | |
|---|---|---|
| 2 mahogany armoirs, valued altogether at forty dollars - | 40 | |
| 2 common mahogany bedsteads, six moss matrasses, 4 pillows, 2 bolsters, and 2 counterpains, valued at fifty dolls. - - | 50 | |
| 1 pair andirons, shovel, tongs, and fender, valued at 5 dollars | 5 | |
| 1 small looking-glass, valued at two dollars - - - | 2 | |
| 6 straw chairs, valued at two dollars - - - - | 2 | |
| 1 small cherry table, valued at one dollar - - - | 1 | |
| 1 pair andirons, shovels, tongs, and bellows, valued at three dollars - - - - - - - - - | 3 | |
| Three candlesticks, valued at fifty cents - - - | | 50 |
| One carpet, valued at five dollars - - - - | 5 | |
| 2 cypress couches, valued together at three dollars - - | 3 | |
| 1 commode, valued at one dollar and fifty cents - - | 1 | 50 |
| 1 saddle, valued at ten dollars - - - - - | 10 | |
| 1 candle stand, valued at one dollar - - - - | 1 | |
| 1 dozen silver spoons and forks, valued at seventy-two dollars - | 72 | |
| 2 sauce spoons and 1 soup spoon, valued altogether at 24 dollars | 24 | |
| 25 tea spoons, valued altogether at thirty-six dollars - - | 36 | |
| 6 silver spoons and forks, valued at twenty-four dollars . - | 24 | |
| 1 easy chair, valued at three dollars - - - - | 3 | |
| 1 lot of books, valued at forty dollars - - - - | 40 | |

*In the dining room.*

| | | |
|---|---|---|
| 14 straw chairs, valued altogether at three dollars - - | 3 | |
| 1 dining table, composed of three pieces, valued at 20 dollars - | 20 | |
| 2 branch and two single candlesticks, snuffers and tray, valued altogether at six dollars - - - - - - | 6 | |
| 2 reflecting lamps, valued at one dollar - - - | 1 | |
| 1 mahogany sideboard, valued at twelve dollars - - | 12 | |
| 1 liquor stand and five waiters, valued at six dollars - - | 6 | |

And there being nothing more found in said house to include in this inventory, all the effects above inventoried were, with the consent of all the interested parties, left to the care and custody of the said Seaman Field. And the continuation of this inventory being postponed at four o'clock P. M.,

all the said parties signed these presents, together with me, the notary, and Amedie Ducatel and Felix Perry, witnesses, residing in this city.

Signed: SEAMAN FIELD, *Test. Ex'r.*
JAMES H. FIELD.
ELIZA FIELD.
VICTOIRE FIELD.
ADELE THIBAUT.
GALLIEN PREVAL, *Judge.*
GASPARD BAUM.
LS. MARCEL GOURD.
AMIDIE DUCATEL.
FELIX PERRY.
FELIX DE ARMAS, *Not. Pub.*

On the 18th day of February, 1830, at four o'clock P. M., and agreeably to adjournment, I, the said notary, together with the aforesaid parties and witnesses, except Judge Preval, repaired to the said house, Dumain street, between Royal and Bourbon streets; and there being, we proceeded to take an inventory of the said house and slaves, belonging to the aforesaid succession, as follows, to wit:

*Landed property.*

One lot of ground, situated in this city, Dumain street, between Royal and Bourbon streets, measuring forty feet, more or less, front on Dumaine street, by one hundred and twenty feet deep, together with the buildings and improvements thereon, valued at six thousand dollars - - - - - - $ 6,000

*Slaves.*

Figaro, a creole negro man, aged about twenty-six years, valued at four hundred dollars - - - - - - 400

Victoire, an African negro woman, aged about sixty years, valued at $50 - - - - - - - - 50

Gertrude, a creole mulatress, aged about thirty years, valued at $500 - - - - - - - 500

Charlotte, a creole negro woman, aged about sixty years, valued at $50 - - - - - - - - 50

Rosette, a creole mulatress, aged twenty-seven years, valued at $500 - - - - - - - - 500

Augustin, a creole mulatto boy, aged twelve years, valued at $300 300

Cephise, a creole mulatress, aged about twenty-six years, house servant, valued at $500 - - - - - 500

Isabelle, a mulatress creole of St. Domingo, aged about forty years, claimed by the heirs as their property separate from the estate, valued at three hundred dollars - - - 300

Etienne, her son, a mulatto boy, aged about twenty-two years, likewise claimed by the heirs as above stated, valued at five hundred dollars - - - - - - 500

Bassien, her son, a mulatto boy, aged about 19 years, claimed as above stated, valued at four hundred dollars, - - 400

Caroline, daughter of Isabelle, a creole mulatress, aged about 17 years, also claimed by the heirs as above stated, valued at five hundred dollars, - - - - - 500

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Arséne, daughter of Isabelle, a creole mulatress, aged about 15 years, also claimed by the heirs as above stated, valued at four hundred dollars, - - - - - - - $ 400

Adolphe, son of Isabelle, a creole mulatto boy, aged twelve years, also claimed by the heirs as above stated, valued at three hundred dollars, - - - - - - 300

And then I, the said notary, together with the aforesaid parties and witnesses, went in Custom-house street, where I proceeded to the inventory of a lot of ground belonging to said succession, situate in said Custom-house street, between Dauphin and Burgundy streets, and measuring 60 feet more or less front on Custom-house street, by 84 feet more or less deep, together with the buildings and improvements thereon, valued at two thousand dollars, - - - - - - 2,000

And then I, the said notary, together with the said parties and witnesses, returned to the house situate in Dumain street; and there being, I proceeded to the inventory of the papers, titles, &c., belonging to the said succession as follows, viz: two trunks and two boxes containing sundry papers belonging to the said estate, the detail of which shall be given in a supplementary inventory.

And there being nothing more found to include in this inventory, we have added the several above items, giving a total sum of thirteen thousand three hundred and fifty-three dollars and twenty-five cents, - - - - - - 13,353 25

and made the following

*Recapitulation.*

| | |
|---|---|
| Moveable effects, six hundred and fifty-three dollars and twenty-five cents, - - - - - - - | 653 25 |
| Slaves, four thousand seven hundred dollars, - - - | 4,700 |
| Landed property, eight thousand dollars, - - - | 8,000 |
| Total amount, - - | 13,353 25 |

And all the above named interested parties being duly sworn to by me, the notary, declared that they have made known every thing, within their knowledge, belonging to the said succession; that they have not directly or indirectly diverted, nor do they know that any thing has been diverted therefrom; and that should, hereafter, any thing come within their knowledge respecting any property or effects belonging thereto, they will the same known. Whereupon all the property and effects above mentioned were, with the consent of all the interested parties, left to the care and custody of the said testamentary executor, who binds himself to represent the same, whenever required so to do.

Thus done and closed at six o'clock P. M. on the 18th day of February of the year aforesaid, in presence of Messieurs Felix Percy, Amedie Ducatel and Cs. Victor Foulon, witnesses hereto required, and residing in this

city, who signed these presents, together with the said parties, the appraisers, and me, the notary.

Signed: SEAMAN FIELD, *Test. Ex.*
JAMES H. FIELD.
ELIZA FIELD.
VICTOIRE FIELD.
ADELE THIBAUT.
GASPARD BAUM.
LS. MARCEL GOURD.
FOULON.
AMEDIE DUCATEL.
FELIX PERCY.
FELIX DE ARMAS, *Not. Pub.*

I do hereby certify the foregoing to be a true copy. New Orleans, June the 15th, 1830.

FELIX DE ARMAS, [L. S.]
*Not. Pub.*

*List of Mortgages, J.*

ETAT DE LA LOUISIANE.

Le soussigné conservateur des hypothéques pour la ville & paroisse de la Nouvelle Orleans, certifie, que d'apres ses registres, il n'y avait à la date du douze Mai 1811, d'autres hypothéques, existantes contre Monsieur Pierre François Dubourg, que les suivantes.

L. 4. F. 66. La premiére, qu'il a consentie par acte devant Narcisse Broutin, lors notaire, en date du 2 Juillet, 1807, en faveur de Joseph Witz, sur quatre terrains ou emplacemens, situés au quartier de Plaisance, le 1er. de cent soixante de profondeur; borné d'un coté par le No. 4, de l'autre par le grand cours Wiltz et dans la profondeur par le No. 6. Le second de cent soixante dix pieds de face au fleuve sur trois cent soixante de profondeur, bonné d'un coté par le No. 3, de l'autre par des terres du dit Wiltz et dans la profondeur par le No. 6. Le troisieme & le quatrieme de chacun cent quatre vingt de face au grand cours Wiltz sur trois cent quarante pieds de profondeur, bornés d'un coté par les numeros 3 & 4, de l'autre par le No. 10 & dans la profondeur par des terres du Sieur Wiltz; les quatres dits emplacemens forment un carré long de trois cent quarante pieds de face au fleuve, sur sept cent vingt pieds de profondeur & font partie de l'habitation comme, sous le nom d'habitation Wiltz; les dits quatre terrains sont dessiné sous les numeros 3, 4, 6 & 8, d'apres le plan deposé en l'etude du dit Broutin. Pour sureté de sept mille cinq cents piastres.

De laquelle hypothéque, main-levée a été donnée par acte au rapuort de N. Brontin, notaire, en date du 2 Mars 1811, eté radiation a ét faite le 7 Juin de la même année.

L. 6. F. 45. La seconde qu'il a consentie par acte devant N. Broutin, lors notaire, en date de 8 Mars, 1811, en faveur de la banque de la Louisiane, sur un errain & les edifices situés, rue Dumaine, de trente pieds de face sur cent cinquante de profondeur, ouvrant de vingt cinq pieds, sur la face, sur trente autres pieds de profondeur, bornée par la veuve Carriere et par la veuve Gayneré.

*Plus* sur les esclaves *Agathe* de 30 ans; *Charlotte* de 15 ans; *Honoré* de 24 & *Figaro* de 14. Pour sureté de huit mille piastres.

De laquelle hypothéque & par acte devant N. Broutin le 17 Mai 1807, le Sieur Thomas Urquhart, en sa qualité de president de la banque de la Louisiane a donné main levée en tant *seulement* qu'elle portait sur les négresses nommés *Agathe* de 30 ans et *Chaubette* ou *Chauvette* de 15 ans.

Et par acte devant H. Lavergne, lors notaire, en date du 15 Juillet 1822, Ferdinand Percy, au nom & comme president de commissaires, chargé de la banque de al Louisiane, à donnée mainlevée definitive de la susdite hypothéque, et en consequence radiation en a été faite, en ce bureau, le dit jour.

L. 6. F. 457. La troisieme, qu'il a consentir en faveur du Sieur Paul Lanusse, suivant acte devant P. Pedesclaux, de son vivant, notaire en cette ville, en date du six Mars 1811, sur les esclaves nommés, *Craps* de 28 ans, *Henry* de 18 ans, *Blaizes* de 28, Frontin de 32, John de 35 ans, *Victoire* de 38 and *Gertrude* de 20. Pour sureté de quatre mille piastres.

De laquelle hypothéque, main levée partielle à été donnée *seulement* sur le négre *Henry* age de 18 ans, par acte au rapport de P. Pedesclaux, alors notaire, en date du 28 Aout de l'année 1811.

Et le 26 Octobre mil huit cent quatorze radiation pleine & entiere, de la susdite hypotheque a été faite en ce bureau, conformement à une acte de main-levée definitif au rapport de Pierre Pedesclaux, notaire, en date du même jour.

L. 7. F. 4. La quatrième consentie par le dit Sieur Pierre Francois Dubourg, par acte devant P. Pedesclaux, notaire, en date du dix neuf Mars, mil huit cent onze, "en faveur des Sieurs Pierre & Antoine Carrabby, sur sa part des quatre derniers termes de l'hypothéque consentie en sa faveur, et en celle de C. B. Dufau, par Louis Laurant Wiltz, par acte au rapport de P. Pedesclaux, alors notaire, en date du 2 Juin 1807. Pour sureté de quatre mille trois cent vingt neuf piastres et douze cents, en trois billets, consentie par Dubourg & Debuys, l'un de quatorze cent deux piastres, et vingt cents, daté le quinze Mars 1811, payable dans trois mois; un autre de quatorze cent quarante trois piastres & quatre cents, daté le 19 courant, payable a six mois, et un autre de quatorze cent, quatre vingt trois piastres & quatre vingt huit cents, en date du 22d courant payable dans neuf mois; lesquels billets sont à l'ordre des Sieurs P^re. & A. Carraby."

De laquelle hypothéque, main levér a été donnée par acte devant Hugens Lavergne, notaire, en date du vingt deux Mars, mil huit cent vingt, et radiation faite en ce bureau, le 18 Mai, de la même année. Nouvelle Orléans, le 28 Decembre, 1830.

J. MERCIER, *Com.* [L. S.]

*Opinion of the Court.*

And afterwards, to wit, on the 28th day of February, 1831, the court delivered its opinion, in the words and figures following, to wit:

THE UNITED STATES *vs.* THE HEIRS OF P. F. DUBOURG.

On the 19th of July, 1815, P. F. Dubourg, in his capacity of collector of the customs for the district of Mississippi, was declared to be a defaulter to the United States in a large amount, at the Treasury Department; and, on 22d day of February, 1816, judgment in this court was obtained against him for the sum of $144,832 05, which was, on the 24 day of July, 1818, directed to be discharged by the payment of $39,911 88, which, with the exception of $3,000, remains unpaid. He died in 1830; after his death, to wit, on the 21st of May, 1830, the district attorney of the U. S. pre-

sented a petition to this court, praying that his legitimate children or heirs should be cited to show cause in ten days why the aforesaid judgment should not be declared executory; and why the property of which Dubourg died possessed, should not be seized and sold to satisfy the said debt of the U. S. The parties styling themselves *heirs* of P. F. Dubourg, thus cited, appeared and denied the jurisdiction of this court, alleging that the court of probates was the only competent tribunal to liquidate and settle the affairs of the estate. Upon this plea being overruled, on the ground that the United States are not compelled to go into State courts to enforce their judgments, the property in the inventory marked B, was seized by the marshal. On the 26 June, 1830, the heirs presented a petition to this court, praying that all further proceedings might be stayed, until the matter could be heard and determined according to right and justice.

In their petition for an injunction, they allege that there was a *community of goods* existing between their father, said P. F. Dubourg, and their mother, at the time of her death, on the 12th of May, 1811. That one half of the acquests and gains, or of the community, (amounting, as they allege, to $30,000,) by the laws of Louisiana belonged to their mother, and is now vested in them; and further, that they have a legal mortgage on the other half, which belonged to their father, as a security against his mal-administration of their property in right of their mother; that, through his mismanagement, an estate worth upwards of $60,000 in 1811, had been reduced, in 1830, to $13,353 25; which they contend belongs to them, and falls far short of the sum inherited from their mother.

The attorney of the U. S., on the other hand, contends that Dubourg and his wife were *insolvent* at her death in 1811, and that consequently her children can claim nothing in her right; and 2dly, that if the estate was not insolvent at that period, the children have *accepted*, or rather have not *renounced*, the succession of their father, and are therefore bound for his debts, at least to the amount of the inventory, under the benefit of which they accepted.

On the decision of these questions depends the fate of the case. The first is a question of *fact*, and the second a question of law.

On the hearing of this cause, the complainants in the injunction, offered, in evidence, the paper marked A, purporting to be a statement of the affairs of Dubourg immediately after the dissolution of the community by the death of his wife, showing a balance in favor of the estate to a large amount. The introduction of this paper, as evidence in the cause, was opposed by the dist. att'y as incompetent testimony, inasmuch as it was the *ex parte* act of their father at a time of great pecuniary embarrassment, in order to induce the banks to lend him money, (as was proved by N. A. Baron, a witness for the heirs;) and that, under such circumstances, it could not be expected that he would exhibit a statement which, on its face, might defeat the object in view; on the contrary, that he had the strongest inducement to exhibit a false statement of his affairs; for these reasons, the court refused to suffer the paper to be given in evidence. But afterwards, when the witness Baron was under examination, and who said he was in some degree privy to the statements therein contained, he was suffered to refer to it, to refresh his memory touching certain items which he was explaining; and in that way it imperceptibly found its way into the record of the case. The cause not being submitted to a jury, its introduction was harmless, but considering it, as I do, incompetent evidence in the cause, for the reasons al-

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ready assigned, I shall reject it *in toto*, and proceed in the investigation of the subject upon other *data*, to wit, other documentary and oral evidence exhibited in the cause. The documentary evidence consists of sales, mortgages, and certificates of mortgages, which in general rather prove what the property was mortgaged for, than ascertain its true value; but which, in many instances, was shown by the testimony of witnesses.

In this investigation, I shall endeavour to ascertain what was the real amount of the estate in 1811, without regard to subsequent alienations of property on which the heirs may have recourse.

1. The paper marked E, refers to a house and lot in Dumaine street, valued after the death of Mr. Dubourg, as per inventory B, at - - - - - - - - $6,000
   As property of this kind has increased in value since 1811, according to the testimony, it seems more reasonable to suppose *that* to be nearer its true value than the amount expressed in the original sale, viz. $7,500.
2. The same remark applies to a house and lot in Custom-house street, referred to in paper marked K, valued, as per inventory, at - - - - - - - - - 2,000
   but which, according to the certificate of mortgage, was put down at $3,900.
3. Lots in Fauxbourg Wiltz, (see letter I,) sold to Dubourg in 1807 for $7,500, which Mr. Baron says were worth about 5,000
4. A plantation on the Acadian coast, referred to in paper marked C, which the witness Jolly says he sold for the sum of $4,500, one half of which belonged to the estate, - 2,250
5. Landed property and merchandise in Attakapas, mentioned in document D, sold by Jacques Jolly to Dubourg for - 13,967
   and yet Jolly testifies that the property then was worth, in 1811, about $6,000. This statement is irreconcilable with the sale, unless the witness alludes to the *real* property as distinguished from the merchandize, which might have been sold and converted into money at the time of which he speaks. On that supposition, I admit the item.
6. The paper marked L, refers to a mortgage to secure the payment of - - - - - - - - 23,063
7. A plantation below the city, referred to in the paper marked F, Mr. Baron values at $3,000; ⅓ of which belonged to the estate in 1811, viz. - - - - - 1,000
8. The value of 13 slaves, as per inventory, is - - 4,700

The certificate of mortgages, marked J, mentions 11 slaves mortgaged for $6,000. It appears from the papers on file in this case, that some of the slaves mentioned in the mortgage are also included in the inventory. Baron states, that *all the slaves* belonging to the estate in 1811, were in the possession of the *family* at the death of Mr. Dubourg, except such as had died between those periods; and that they were chiefly domestics. Mr. Laussant, another witness, says the servants Mr. Dubourg owned, were not more than sufficient for the use of his large family. It appears, thne, that the children had the benefit of these slaves, and of course can have no claim for any loss by death; and, there-

fore, only such as were in possession at the time of their father's death, can be justly estimated as a part of the "community."

9. The same remarks, in part, may be applied to the house furniture; which, it is said by witnesses, was worth from 4 to $5,000, in 1811: but from having been used, for the common benefit of the family, up to the year 1830, was then appraised at only - - - - - - $ 653
10. A debt due from Dufau, spoken of by Mr. Baron, although there is no proof of payment, is - - - - 3,700
11. Evidence was produced of 5 shares of La. Bank stock, and also of 5 shares of stock in the Navigation Company, belonging to the estate; amounting, together, to the sum of - 850
12. A debt due the estate in 1811, from Dupuy, (probably paid,) 1,200

Amounting, in the whole, to the sum of $ 64,383

The witness, Baron, is a highly respectable man, and who would not, in my opinion, wilfully depart from the truth; yet it is perceivable that, throughout his testimony, he has had reference to the document A, for estimating the amount of Mr. Dubourg's estate: and hence he supposes that the items therein contained, exhibiting outstanding debts due to the *firm* of Debuys & Dubourg, amounting to $22,296, was correct. But, independently of the rejection of that paper as evidence, for the reasons mentioned, Baron describes the situation of Dubuys & Dubourg as having been very embrrassing at the very time this resource was in existence: he says he thought Dubuys was insolvent; but is not *certain* that the *firm* was so: they had no *available means* at the time of the dissolution of the partnership, when Dubourg was appointed collector. And it appears from the testimony, that from 1811 to 1813, when the partnership ceased, Dubourg's affairs remained the same, neither gaining nor losing much. What, then, became of that large amount of outstanding debts? It is in evidence that Dubourg kept a regular set of books, and that they are in existence: and why were they not produced to support an item so important? I must therefore reject it. It was attempted to prove, by witnesses, that a house and lot in the Fauxbourg Marigny, belonged to the estate; but this is proof so indefinite, as to amount to nothing. There appears also to have been some remnants of bale rope and bagging remaining in store; but the testimony furnishes nothing by which to ascertain the value. As to shares in the Orleans theatre, Mr. Baron's testimony shows that the theatre was burnt, and consequently these shares were valueless. The same thing may be said of the shares in the Planter's Bank; which was insolvent. The evidence also shows that the brig Alexandrine, said to have been worth $5,000, was captured, and, for any thing that appears, has been lost to the estate; and that Mr. Dubourg's interest in different shipments to Europe, and elsewhere, produced nothing. The heirs claim six slaves mentioned in the inventory, as separate property; but in what right? If they have derived them from a source independent of their father and mother, they have failed to show it: if they claim them in right of their mother, they must first establish the solvency of the community at the time of their death, before they can make their claims good.

From this examination of the items composing the community of property between Mr. and Mrs. Dubourg, in 1811, it appears that the estate.

at that time, on the credit side, amounted to $64,383. From the certificates of mortgages, marked J and K, which were recorded about the time of the death of Mrs. Dubourg—that is to say, a short time *before* and *soon after* that event, the estate was embarrassed by mortgages to the amount of $62,066: add to this the sum of $4,000 due to Madame de Lauzon, (which is admitted of record,) making, in all, the sum $66,066, it shows that the debts exceeded the amount of the estate $1,683; and thus its insolvency is established.

It is true the greater part of those debts were secured by mortgage *after* the death of Mrs. Dubourg; and it is therefore contended that they ought not to be charged against the community at the time of its dissolution. This principle would be readily admitted and adopted, were it not for the following circumstances: Mr. Baron states, that he thought that the estate of Mr. Dubourg, at the death of his wife, was indebted 50 or $60,000; that, from that period until he was appointed collector, he made very little money; that, on the whole, his profits and losses were nearly equal. The conclusion then appears to me to be irresistible, that those debts did not grow out of his operations *subsequent* to the death of his wife, but were in existence antecedently to that event. Mr. Baron also states, that in 1816 (when he was a partner of Dubourg,) he was not much in debt. And when questioned how he accounted for his payment of the $60,000 due at the death of his wife, when he had made little or no money in the *interim?* he said he could not account for the payment in any other way than by the appropriation of the money of the U. S. to his own use: yet Mr. Baron thinks (still referring to the discarded document A,) Mr. Dubourg's property far exceeded the amount of his debts. Another witness thought so too; but says it was a mere matter of opinion; an opinion which we are very apt to form when we see a man in possession of a large amount of property. If Mr. Dubourg was really able to pay his debts, why did he suffer two small judgments—one for only $232, and the other for $555—to be recorded against him, (as appears by the paper marked K) in the same year in which his wife died? This, I think, is a very strong, if not a conclusive circumstance, to prove his inability to pay his debts at that period: for surely a man in business would have paid even an unjust judgment, of small amount, rather than have subjected his credit to suspicion; provided he had been able to do so. But it does not even appear that these judgments were opposed or defended: at all events, such an occurrence is totally inconsistent with the possession of the immense amount of $22,236 outstanding *good* debts, mentioned in the proscribed document A, and which are said to have been then in existence. It must, however, be acknowledged, that it is extremely difficult, if not impossible, after a lapse of 20 years, to ascertain precisely the amount or value of an estate from such materials as this case affords: and I freely confess that, after all the painful solicitude with which I have examined it, I am far from being satisfied with the entire accuracy of my statement of it. Yet it is the only result which I think approximates the nearest to the truth.

If I had succeeded in demonstrating the insolvency of the estate on the 12 day of May, 1811, as clearly as a mathematical problem can be demonstrated, my labor would be at an end: for it is clear, that if the mother had no estate at her death, her children can derive nothing from her; nor can they claim as *heirs* to their father, without taking upon them his debts. But as it is possible I have estimated the estate erroneously, and that, instead of its being insolvent in 1811, there was a surplus in favor of the heirs of Mrs.

Dubourg after the payment of debts, I shall, on that supposition, 2dly., inquire, whether they have, by their own acts, divested themselves of the rights on which they now insist? This is a pure question of law, arising on the assumed fact that their mother died possessed of a moiety of an unencumbered estate and which they have inherited.

They appear in this court claiming to be *creditors* of their father's estate; alleging that their claim against it arose and was *vested* in them by law *anterior* to that of the U. S.; and that, therefore, they are entitled to be first paid. On the supposition that they have inherited an estate from their mother, their position is impregnable, if they have done no act by which they have lost their rights; and that is the only point of inquiry. It is the law of Louisiana, that where there is a lawful marriage, (as in this case,) a *community* of goods exists between the husband and wife: and upon the death of one of them, *one-half* of the community of acquests and gains, after payment of debts, is to be *equally* divided, if there be no stipulation to the contrary, and if all the property has been acquired in this State, which has been proved to have been the case in this instance. (See New Civil Code, article 2369, et seq.) Therefore it is conceded, that if there was a clear sum due to the mother at the time of her death, that sum is the property of her children, and of which they cannot be deprived except by their own act. And it is further admitted, that unless so deprived, they have a legal or tacit mortgage on the estate of their father, who was their natural guardian, and as such, bound for the faithful administration of the estate thus inherited from their mother. See Old Civil Code, articles 19 & 20, page 454.

It is contended, on the part of the heirs, that they appear in this action *solely and exclusively in right of their mother*, and not as *heirs to their father;* that, in fact, they are claiming *against* his estate a priority over the U. S. This, it is true, is the character they give themselves in the pleadings in this suit. But what do the proceedings in the court of probate show? From a notarial act marked B, and made on the 17 and 18 of February, 1830, in pursuance of the order of the court of probates, they *accepted* the succession of their father, with the benefit of an inventory. In that instrument, it is expressly stated to be "an inventory of the property and effects *belonging* to the succession of the late P. F. Dubourg;" and they accept it as such. But afterwards, when it was seized in their hands as *his* property, and to pay *his* debts, they come into this court and say they do not claim it as *heirs* to their father, but as *creditors* of his estate. Would such plea be sustained in the court of probates, in the face of their original proceedings there, if the U. S. were pursuing their claim in that *forum?* Would not their act of acceptance of the succession, preclude them from asserting their claim as *creditors*, unless they first avoided that act by formally renouncing the succession? In order to avoid the effect of the acceptance of the succession, it is asked, "Can it be supposed that the children of Dubourg, who well knew that the claim of the U. S. considerably exceeded the whole amount of his estate, were ever disposed to accept the succession?" Whatever might have been their motives, the notarial act proves that they *did* accept it. It is not an overstretch of the imagination to suppose, that, as the claim of the U. S. had lain so long dormant, they might have had hopes that it would be suffered to sleep forever; and, in the worst event, they could only be obliged to give up the property to the U. S., without being liable in their own persons to make up the balance of

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the debt. If they had not known of any debts against the estate, the taking possession of it as heirs would have been as well as in any other way; and ignorance of such fact would avail them in equity. But knowing, as it is admitted they did, of the debt of the U. S., they ought to have put themselves in the attitude of creditors, in order to contest their priority of claim: and, in this capacity, their counsel contend they are pursuing the estate. I certainly should not have gone into the court of probates to inquire in what capacity they appeared there: but when some of the proceedings in that court are made evidence in this, I cannot overlook them. From these proceedings, it appears they did not claim the estate as *creditors*, but took it as *heirs;* now, they seek to reverse their position, by denying their heirship, and claiming as creditors.

The dist. att'y has cited a general principle of law, from the New C. C., art. 934, which is, "that a succession is acquired by the *lawful heir*, who is called by law to the inheritance immediately after the death of the person to whom he succeeds." This, however, does not prevent him from renouncing the succession if it be for his interest to do so. He has also cited articles 1007 and 1010 of the same code.

Art. 1007, declares that "he who is called to the succession, being seized thereof in right, is considered the heir as long as he does not manifest the will to divest himself of that right by *renouncing* the succession." And art. 1010, says that "the renunciation of a succession is not *presumed;* it must be made expressly, by public act, before a notary, in presence of two witnesses." A succession, according to the laws of Louisiana, can only be disposed of in two ways, viz: by acceptance or renunciation; and the formalities in both are the same. See art. 1008. By art. 1372, of the same code, the heir who accepts the succession, is absolutely bound for all the debts of the estate, unless he accepts under the benefit of an inventory; and then he is only bound for the amount of that inventory.

The argument, then, of the district attorney, as I understand it, is this: That as the heirs have not *renounced* the succession according to law, but, on the contrary, have accepted it, they have, by that act, made themselves responsible for the debts of their father to the amount of the inventory; and that, by their voluntary acceptance of the succession, they are barred from claiming any thing in right of their mother, supposing that right once to have existed.

Under the title "successions," in the New C. C., the delays allowed for deliberating, on the part of the heir, whether or not he will accept a succession, are prescribed and regulated. In this case, the complainants took no time to deliberate. They accepted the succession at the time when the inventory was made. To show that they are still within the time allowed for accepting or renouncing the estate, I am referred to art. 1023, N. C. C. It is there said, that the *time* for "accepting or renouncing an inheritance, becomes barred by the lapse of time required for the longest prescription of the rights of real estates." That is, as I understand the article, if it should so happen that an estate be neither *accepted* nor *renounced* within the period prescribed, that the heirs shall not *afterwards* interfere to the prejudice of creditors: but, so long as no creditors present themselves, the heirs may be indulged up to the period of the longest prescription of rights to real estates. If no act whatever had been done by the heirs, in this case, or, on being sued, they had retraced their steps, formally renounced the succession, and had claimed the benefit of this provision, they could, in equity,

have availed themselves of the right it confers: but, as the case now stands, it appears to me the provision cited has no application to them. If the heirs intended, *bona fide*, to pursue the estate of their father as creditors, in right of their mother, have they adopted the course pointed out by law for that purpose?

Art. 1052 of the new code declares, "that if the beneficiary heir *renounces, in due form*, he preserves all the rights he has against the succession, if he be a creditor." It is only then by *renouncing* or *abandoning* the succession to others, that entitles him to come in as a creditor, and contend for his priority of claim; a succession can neither be accepted or renounced *conditionally*, art. 1009 N. C. C., that is to say, it cannot be accepted or rejected for *some purposes* and not for others. Besides, it is contrary to law that the "heir who is himself a *creditor* of the deceased, shall mingle his quality of *creditor* with that of heir, which would make him debtor to himself; but shall preserve his rights entire, like other creditors, with such privileges or mortgages as he may hold;" see Old C. C. page 170, art. 114. This principle is recognised in art. 1047 of the New Code.

On a review of all the proceedings of the complainants in this case, is it not manifest, that so far from pursuing their remedy as *creditors*, they have absolutely accepted the succession of their father as *heirs?* What is an acceptance of a succession, as defined by law, and what are its legal consequences? It is either a simple acceptance, which makes the party accepting an *unconditional heir*, and therefore liable for all the debts of the succession, or an acceptance with *the benefit of an inventory;* and what privilege does that confer? According to art. 1025 of the N. C. C. it confers the privilege of being liable for the charges and debts of the succession *only* to the value of the effects of the succession, as contained in the inventory. Both are acceptances, and only differ in the degree of responsibility which the accepted incurs, as to the payment of the debts of the succession. The notarial act, before referred to, proves that the complainants accepted the succession of their father with the benefit of an inventory, and are therefore privileged from the payment of his debts, except to the amount of the inventory.

Notwithstanding the original acceptance of the succession of their father in the manner stated, I think they still had the right of making a formal renunciation of it, as prescribed in the 1010 article of the code; and then if they could have shown that the community of property was solvent at the death of their mother, they might have successfully opposed the claim of the United States for so much. This principle, I conceive may be found in art. 994 of the N. C. C. But they have not pursued that course; and after having expressly accepted the succession in one *forum*, the mere allegation to the contrary in another, is not sufficient to sustain their demand. It was contended in argument, that the meaning of the 1010 article of the code, relied on by the dist att'y, is, that an heir shall not be *deprived* of a succession, unless he does expressly, and by public act, *renounce* such succession. This is true; but it is also true, in the words of the law, art. 970 N. C. C., "that no one can be *compelled* to *accept* a succession, in whatever manner it may have fallen to him, whether by testament or operation of law; he may therefore accept or reject it." In both cases the heir is left free to choose, but when he does make his election, I think he has no just cause of complaint if he be held bound by his own act. In view of the whole case, and considering that the heirs, together with their father, composing a

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family, have had the use of nearly $40,000 belonging to the U. S. during at least fourteen years, the interest of which would amount to more than they claim in right of their mother, I cannot conceive what equitable circumstances it presents, which ought to take it out of the express provisions of the law; and even these provisions appear to me to be founded in equity. I am therefore of opinion, that both the law and the facts of the case require that the injunction should be dissolved. It may be proper to remark, that, on the trial of this cause, a letter from H. Davis to J. H. Field was read, in support of a suggestion that neither Mr. Davis, nor his wife, (who is one of the heirs,) was present, or authorized any one to accept for them the succession, at the time the other heirs accepted it. If this exception had been formally taken and supported, instead of being waived as it was on the trial, and if the solvency of the estate in 1811 had also been established, it would have placed their claim in a much more favorable light than that of the co-heirs; but, according to the views I have taken of the case, such plea, if it had been made and supported, could not have affected, in the least degree, the opinion already expressed.

SAM. H. HARPER,
*Judge U. S. for La.*

*Decree.*

And afterwards, to wit, on the day and year aforesaid, to wit, the 28th day of February, 1831, the following decree was entered on record, to wit:

Monday, 28 February, 1831. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THE UNITED STATES *vs.* HEIRS OF DUBOURG.

The court having maturely considered this case, now order, adjudge, and decree, that the injunction sued out in this case by the heirs of Dubourg, be dissolved, and that they pay the costs of this suit.

*Motion for a new trial.*

And afterwards, to wit, on the 2d day of March, 1831, the following motion for a new trial was entered on record, to wit:

Wednesday, 2d March, 1831. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THE UNITED STATES *vs.* HEIRS OF DUBOURG.

On motion of Messrs. Carleton & Lockett, for defendants, ordered, that the district attorney show cause on Saturday, the 5th March instant, at 10 o'clock A. M., why a new trial should not be granted in this case, on the following grounds:

1. The court erred in passing and deciding upon certain rights of the minor children of Mr. Dubourg, to wit, Mrs. J. H. Field, Mrs. S. Field, & Mrs. Thibaud, because in the inventory on file, certain slaves were there stated to belong to said minors separately from the estate of their father; and in the petition for an injunction, these slaves were also excepted from the controversy in this case, and were therefore not at issue in the same.

2. The court made an erroneous calculation as to the am't of the mortgages on the estate.

3. The brig and cargo and shipments to Europe and elsewhere, ought to have been allowed, in favor of the minors.

4. The solvency or insolvency of Dubourg in 1812, was not at issue, and ought not to have been considered by the court, as the U. S. became creditors long after that period.

*Grounds for a new trial.*

And afterwards, to wit, on the 5th day of March, 1831, came Noemi Dubourg, by her husband Horatio Davis, and filed the following grounds for a new trial, to wit:

U. S.
*vs.*
HEIRS OF DUBOURG. } *Grounds for a new trial.*

In addition to the reasons alleged by Messrs. Carleton & Lockett, on behalf of part of the heirs of Dubourg, in which the counsel of Mrs. H. Davis concurs, the following are added:

1. The discovery of evidence that establishes the solvency of Mr. Dubourg in 1811.

2. That the community which existed between Mr. Dubourg and his wife never having been settled and a division of it made, the acceptance of the succession of Mr. Dubourg, with benefit of an inventory, in which is included property which existed during the community, is not an admission of such property being the exclusive property of Mr. Dubourg.

3. That the acceptance of Mr. Dubourg's succession, with benefit of inventory, can only apply to such property as was his independent of the community.

4. With respect, these are submitted to the court.

HORATIO DAVIS.

*Entry.*

And afterwards, to wit, on the 5 day of March, 1831, the following entry was made on the minutes, to wit:

Saturday, 5 March, 1831. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THE UNITED STATES,
*vs.*
HEIRS OF DUBOURG. } *Motion for a new trial.*

The court having heard the arguments of counsel in this case, took time to consider.

*Order of court.*

And afterwards, to wit, on the 18th day of March, 1831, the following order was entered on record, to wit:

Friday, 18th March, 1831. The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

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THE UNITED STATES, vs. HEIRS OF DUBOURG. } *Motion for a new trial.*

The court having maturely considered this motion, now order that the same be overruled.

*Petition of appeal.*

And afterwards, to wit, on the 7th day of April, 1831, came Noemi Dubourg, by her husband Horatio Davis, and filed the following petition of appeal, to wit:

*In the case of the heirs of Dubourg.—To the Hon. S. H. Harper, Judge of the district court of the United States for the eastern district:*

The petition of Noemi Dubourg Davis, and her husband Horatio Davis, respectfully showeth: That the court erred in the decision given in the case of the heirs of Dubourg, and they pray the hon. court to grant an appeal to the Supreme Court of the United States.

And your pet'rs, as in duty bound, will, &c.,

HORATIO DAVIS.

*Judge's order.*

U. S. *vs.* HEIRS OF DUBOURG.

I have no objection that an appeal should be allowed to stay execution on the property situated in the Faubourg Wiltz, and on the negress Rosette, and her son Augustin, if Horatio Davis give bond with N. Chamberlain, in the sum of three thousand dallars.

JNO. SLIDELL.

Be it so, on the appellant giving bond in three thousand dollars, with N. Chamberlain as security.

SAM. H. HARPER, *Judge U. S.*

*Citation of appeal.*

And afterwards, to wit, on the 8 day of April, 1831, the following citation of appeal was issued from the clerk's office, to wit:

*To the United States, or their agent or attorney, greeting:*

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at the city of Washington, in the district of Columbia, being the place of the sessions of said court, on the first Monday of August next, pursuant to the within contained petition of appeal, to show cause, if any there be, why the judgment rendered against Noemi Dubourg, wife of Horatio Davis, as one of the heirs of P. F. Dubourg, as within mentioned, should not be reversed, and why the error complained of should not be corrected, and why speedy justice should not be done to the party in that behalf.

Witness my hand, at the city of New Orleans, this 8th day of April, 1831.

SAM. H. HARPER,
*Judge U. S. for La.*

Upon which citation, the marshal made the following return, to wit:

Served a copy hereof on John Slidell, esquire, U. S. district attorney, this 2d day of May, 1831.

JOHN NICHOLSON,
*U. S. Marshal.*

It is agreed that the above citation shall be made returnable on the 2d Monday in January, 1832. New Orleans, Sept. 20th, 1831.

JN. SLIDELL, *D. Att'y.*
HORATIO DAVIS,
*For self and wife.*

*Petition of appeal.*

And afterwards, to wit, on the 2d day of August, 1831, the following petition of appeal was filed in the clerk's office by Messrs. Carleton & Lockett, to wit:

*To the hon. the district court of the United States for the district of Louisiana, eastern district.*

The petition of Louise Marie Dubourg, wife of Seaman Field, by him duly authorized and assisted; of Louise Elizabeth Dubourg, wife of John Thibaut, by him duly authorized and assisted; of Jeanne Charlotte Victoire Dubourg, wife of James H. Field, by him duly assisted and authorized; and of Louise Aglaé Dubourg, wife of Doradon Bringier, by him duly assisted; respectfully shews: That a judgment has been lately rendered against the estate of the late P. F. Dubourg de St. Colombe, out of which estate your pet'rs claim to be paid in preference to the U. S. That your pet'rs believe there is error in said judgment, and pray an appeal to the Supreme Court of the United States, but to stay execution only on the following slaves, to wit: Isabelle, Etienne, Bastien, Adolph and Caroline, which slaves are appraised in the inventory at $2,000, on giving bond, according to law, with Samuel J. Peters as their security. And, as in duty, &c.

CARLETON & LOCKETT,
*Att'ys for pet'rs.*

*Judge's Order.*

UNITED STATES *vs.* HEIRS OF DUBOURG.

I have no objection to an appeal being granted in this case, so as to stay execution on the property designated in the petition of appeal. N. Orleans, 1 Aug., 1831.

JNO. SLIDELL, *Dist. Att'y.*

Be it so, on the appellants giving bond, with the within named security, in three thousand dollars.

SAM. H. HARPER, *Judge U. S.*

*Citation of appeal.*

And afterwards, to wit, on the 30th day of September, 1831, the following citation of appeal was issued from the clerk's office, to wit:

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*To the United States of America, their agent or attorney, greeting:*

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at the city of Washington, being the place of the sessions of said court, on the second Monday of January, 1832, pursuant to the within contained petition of appeal, to show cause, if any there be, why the judgment rendered against Jeanne Charlotte Victoire Dubourg, Louise Elizabeth Dubourg, and Louise Aglaé Dubourg, as heirs of P. F. Dubourg, as within mentioned, should not reversed, and why the error complained of should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness my hand and seal, at the city of New Orleans, this 30th day of September, A. D. 1831.

SAM'L H. HARPER,
*Judge U. S. for La.*

*Marshal's return.*

Upon which citation, the marshal made the following return, to wit:

Received, October 5th, 1831. Served a copy of the above citation on John Slidell, esquire, U. S. Dist. Att'y, and returned into court same day.

L. C. BACON, *D'y Marshal.*

*Court of the United States, Eastern District of Louisiana, ss:*

I, Franklin W. Lea, clerk of the district court of the United States for the eastern district of Louisiana, do hereby certify, that the foregoing 102 pages contain a full, faithful, and true transcript, of the records and process, together with all the proceedings relating thereto, in the case wherein the United States are plaintiffs, and the heirs of Peter Francis Dubourg de St. Colombe, are defendants.

In testimony whereof, I have hereunto signed my name, and affixed the seal of said court, at the city of New Orleans, this 28th day of October, 1831.

F. W. LEA, *Clerk.*

*United States of America, Eastern District of Louisiana, ss:*

I, Samuel H. Harper, judge of the United States for the districts of Louisiana, do hereby certify, that Franklin W. Lea, who has certified the foregoing transcript, is now, and was, at the time of so doing, clerk of the district court of the United States for the eastern district of Louisiana, and that full faith and credit are due to his official attestations as such; and that the attestation to said transcript is in due form of law.

Given under my hand, at the city of New Orleans, this 30th day of November, A. D. 1831, and 56th year of the independence of the United States.

SAM'L H. HARPER,
*Judge U. S. for Louisiana.*

At the request of the Dist. Att'y, I state, that the parties deft. have been called on to furnish translations of the documents filed in the French language, in this case, and have refused so to do; giving, as their reason, that they are not bound to furnish translations, and that the Supreme Cour oughtt to have the documents in the original language.

F. W. LEA, *Clk.*

*November 30th*, 1831.

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# SUPREME COURT OF THE UNITED STATES.

## No. 41.

THE HEIRS OF DUBOURG, APPELLANTS,

VERSUS

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT U. S. FOR EASTERN LOUISIANA.

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And afterwards, in the trial of the said cause, on the day and year aforesaid, the following documents were introduced and read in the said cause, to wit:

Sale from Jacques Joly to Dubourg and Dubuys, C.

Before Mark Lafitte, notary public in the city of New Orleans, territory of Orleans, United States of America, and in the presence of witnesses hereafter named and subscribed, came Mr. Peter Francois Dubourg, broker and commission merchant, Dumain street, stipulating for, and in ~~in~~ the name of the copartnership under the firm of Dubourg and Dubuys, who has by the present act deposited in my office, and requested me to put and register, upon the current record of my acts, an act under private seal, of a sale agreed upon in favor of the partnership under the firm of Dubourg and Dubuys, the second of January last, and signed Jacques Joly; by which the said Joly agrees to sell and make over the half belonging to said Joly of a cotton plantation, situate in the county of Acadia, which he holds in common with Mr Jacques Vitan, the said sale agreed to in consideration of three thousand dollars paid according to, and as it is expressed in the said deed of sale under private seal; which, after having been signed, ne varietur, by the said

Peter Francois Dubourg, on account of whom he acts, signed by the notary public undersigned, according to the act of deposite, is, and remains hereto annexed for all necessary copies to be delivered; for which deed made and deposited at New Orleans, in office the first day of the month of March, 1811, thirty fifth year of the independence of the United States of America, in presence of Messrs. Philip Calier D'Autremer and Rudolph Scheuder, resident witnesses, for this purpose summoned, and appearing, who have signed, as well as the said Peter Francis Dubourg, and the notary public undersigned, after reading.

(Signed,) P. F. DUBOURG,
CHARLES D'AUTREMER,
RUD. SCHEUDER,
MC. LAFITTE, *Not. Public.*

I, the subscriber, Jacques Joly, promise to sell and make over to Messrs. Dubourg and Dubuys the moiety belonging to me in a cotton plantation, situate in the county of Acadia, which I hold in common with Mr Jacque Vitan, without including the slaves which belong entirely to the said Vitan, the said sale made in consideration of the sum of three thousand dollars, which has been paid me by the said Dubourg and Dubuys in the release they have made to me of various notes, amounting to the same sum, which I had agreed upon with them for sundry advances which they had made to me, being willing that the undersigned private act should have the same force as if the sale which is the object of it had been done by deed before a notary, binding myself to give notice of it to Mr. Jacques Vitan, interested for half in the said land.

NEW ORLEANS, *2d January*, 1811.

(Signed,) J'QUES JOLY.

Ne varietur: (Signed,) P. F. DUBOURG.

Signed and paraphrased by us, notary public in the city of New Orleans, United States of America, agreeably to the act of deposite, on this day, first of March, eighteen hundred and eleven, the thirty-fifth year of the independence of the United States of America.

(Signed,) MARC LAFITTE,
*Notary Public.*

For an exact copy. New Orleans, the twenty-eighth day of December, one thousand eight hundred and thirty.

A. MAZUREAU,
*Not. Pub.* [L. S.]

Sale by Dubourg and Lanusse to C. B. Dufau, F.

Before Marc Lafitte, notary public, duly commissioned for the city and parish of New Orleans, in the territory of Orleans, United States of America, residing there, and in presence of the witnesses hereafter named and subscribed—

Came Messrs. Peter Francois Dubourg and Paul Lanusse, freeholders, living in this city, who, by these presents, have sold, transferred, and made over, now and for ever, upon the single security of their deeds and promises as to the legality of their rights in the property which is to be hereafter described, as well as upon that of all debts, mortgages, as it is proved by the certificate of the conservator in this city, of this day's date.

To Charles Boromee Dufau, freeholder, living in this city, now present, and accepting, upon the warranties above mentioned, purchaser for him, his heirs and assigns, the two-thirds in the undivided property of one plantation, situated at some leagues down and on this side the river, having about thirty or thirty four arpens front, more or less, by the whole depth it may be found to have, bounded above by the widow Charles Lafluir, and below by the Messrs. Daquin. The sellers, by no means intending to guarantee to the purchaser more or less front and depth in the said land any more than from the result of attachments, which have been made of this plantation, and are in the knowledge of the said purchaser, who is owner of the other undivided third part; selling, moreover, the Messrs. Dubourg and Lanusse their two thirds of the property in the said plantation, such as it stands and is, with the appurtenances, and belonging to the sellers, to wit: To Mr. P. F. Dubourg his third part, by the purchase which he made in the whole jointly with the said Mr. C. B. Dufau, from Mr. Louis Gentilly Dreus, agreeably to the report or certificate of Mr. Charles Delato, justice of the peace of the lower river district, performing the duty of civil commandant, the 29 May, 1806, and whereof the said Messrs. P. F. Dubourg and C. B. Dufau have made over one undivided third part in the whole to Mr. Casimir Bourcin, by deed, under private seal, to Mr. Paul Lanussee his third part as being in the right of Mr. Casimir Bourcin, according to the act made before Mr. Marcisse Broutin, notary public, 9th April, one thousand eight hundred and eleven. The present sale is made for and in consideration of the sum of two thousand six hundred dollars, which the purchaser promises and obliges himself to pay to the sellers in the manner following, to wit: fourteen hundred dollars, or seven hundred dollars to each of the sellers, in one year from the date of these presents; and twelve hundred dollars, or six hundred dollars to each of the sellers, in two years, equally, from the date of these presents.

And to facilitate to Messrs. Dubourg & Lanusse, the sellers, the disposition of the debts aforesaid, Mr. C. B. Dufau has now given to Mr. P. F. Dubourg his two promissory notes, to the order of Mr. Mansay Pelletier, who endorsed them over to the said Dubourg, and made for value expressed in these presents; of which notes, the first, of seven hundred dollars, is payable in one year from this day, and the second, of six hundred dollars, payable in two years from this day.

And has equally given to Mr. P. Lanusse his two promissory notes to the order of Mr. Mansay Pelletier, who has endorsed them to the said Mr. P. Lanusse, made likewise for value expressed in these presents, of which notes of the sum of seven hundred dollars is payable in one year from this day, and the second of the sum of six hundred dollars is payable in two years from this day.

Which four notes were, before the delivery aforesaid, at the request of the parties, and for better proving their identity, signed and paraphrased *ne varietur*, by the notary undersigned. For security of the payment of which four notes above mentioned, the purchaser agrees that the land sold him in these presents be and remain, by special privilege, pledged and mortgaged, and that entry upon the records may be made of it at the office of the conservator, to take and to have force until the full payment of the said four notes.

It is expressly agreed between the parties that, upon the simple exhibition by Mr. C. B. Dafau, purchaser, or his assigns, of the said notes to the

keeper of the pledges, the latter will be duly and safely authorized, without other formality, to reduce and cancel the aforesaid entry upon record; and the said notes, after the signatures of them shall have been erased, shall remain in the possession of the conservator in lieu of a certificate of release, and the cancelling of the said mortgage.

And upon proof of the execution of these presents, the sellers put and subrogate the purchaser in all the rights of property which they have and can have in the land now sold; divesting themselves of it to his profit, and agreeing that he may be seized of it, and put in possession by whomsoever it shall belong, constituting for this purpose as attorney, the bearer of a copy of the presents, and giving him all powers necessary for it: for so, &c. promising, obliging, renouncing, &c. whose act.

Done and executed at New Orleans, in office, the 4th of April, 1812, the 36th of American independence, in presence of Messrs. Jean Baptiste, G. Veron & Mechil, J. B. L. Fourcissy, both witnesses requested and domiciliated here, who have, as well as the gentlemen appearing, signed with me notary, after reading.

(Signed) J. F. DUBOURG.
PAUL LANUSSE.
C. B. DUFAU.
VERON.
FOURCISSY.
MC. LAFITTE,
*Notary Public.*

Exact copy. New Orleans, the 28th December, one thousand eight hundred and thirty.

A. MAZAREAU,
*Notary Public.* [L. S.]

Marriage Contract, G.

This deed made upon stamped paper, was executed the twenty-seventh of February, in the thirty-seventh year of the reign of our sovereign Lord George Third, by the grace of God, King of Great Britian, France, and Ireland, Lord of Jamaica, Defender of the Faith, and of our Lord one thousand seven hundred and ninety seven.

Between Mr. Peter Francis St. Colombe Dubourg, Chevalier de Colombe, of full age, legitimate son of Mr. Peter Dubourg, Chevalier Sieur de Rochemont, deceased, and Miss Margaret Vouglazan his wife, deceased; the said Mr Dubourg de St. Columbe, an inhabitant of the island of St. Domingo, and now in the city of Kingston, island of Jamaica, stipulating for himself and in his own name, of the one part.

And Mr. Francis Chaust de Lauzon, and Miss Perrine Chrugè de Gournay, his wife, and further Mr. Michael Isaac de Gournay, father, Chevalier of the royal and military order of St. Louis, all living in section of the Mamelade, island St. Domingo, and refugees on account of the disasters of this colony in the city of Kingston, island of Jamaica, stipulating for Miss Elizabeth Etiennette Chaust de Lauzon, daughter under age of said Mr. and Mrs. Lauzon, and granddaughter of said Mr. de Gournay, father, and the said Miss Elizabeth Etiennette Chaust de Lauzon, with the consent and agreement of her father and mother and that of her grandfather, for himself and in her own name, of the other part.

Which parties, with the advice and consent of their relations and friends undersigned, and for this purpose met, have made and confirmed the clauses and conditions of marriage, which is to be immediately solemized between the said Mr. Dubourg de St. Colombe, and the said Miss Chaust de Lauzon, in manner and form as follows:

Article 1. The future husband and wife shall be one and common as to all their moveable possessions and immoveable acquisitions according to the custom of Paris, agreeably to which a community will prevail though they should make their residence or acquisitions in a country subject to contrary laws and customs, from which it is expressly derogated, and which are expressly renounced by these presents, except, nevertheless, being bound for the debts of each other before marriage, which, if there are any, shall be paid and discharged by the ower of them and by his goods, without the other in the community being bound for them.

Art. 2d. The future husband and wife have the goods and rights to each of them appertaining, or which shall come to them in future, in whatever it consists or may consist.

Art. 3d. The future husband has settled upon his future wife a dower, agreed upon of twenty-five thousand silver livres of St. Domingo, once paid and without return, to have and to hold it as soon as the dower shall take effect in the goods of him the future husband, and without being bound to demand it at law, either in silver or in goods, at her choice, at the rate of valuation and without increase.

Art. 4th. The survivor of the future husband and wife shall take, by preference, before dividing the goods, of the said common stock, to wit: if it be the future wife, her servant, her bed, bedding and bed-stead, a bureau, her body and table linen, and her jewels; and if it be the future husband, he shall have his domestic, his horse, saddle and bridle, his linen and his arms, unless the survivor would prefer it to give the value of said objects according to a rate of valuation, which shall be done, then, agreeably to his choice.

Art 5th. It shall be free for the future wife and the children that may be born of this marriage to renounce the community; and, in this case, they shall take again all that the said future wife shall have brought, as well as all that shall come and fall to her, in whatever manner it may be; and also, if it be the said future wife, her dower and preference above stipulated, the whole unimpaired and discharged from all debts and mortgages of the said community, though she may have bound herself by it, or have been adjudged to it—of all which they shall be acquitted and secured against by the heirs of the said future husband, and by the goods that remain bound and mortgaged, reckoning from this day to the execution of all the clauses and agreements of the present contract.

Art. 6th. In consideration of the present marriage, and for the friendship which the future husband and wife may bear for each other, the future wife has expressly authorized it by her father and mother, and by her grandfather, they, by these presents, make a deed of gift to each other, lasting, mutual, pure, simple, and irrevocable, and in the best form that donation or deed of gift can be made and be valid, the former dying, to the survivor of them accepting it by the survivor; and further, for the greater validity by the lady Chaust de Lauzon, et by the Sieur de Gournay, father for the young lady Chaust de Lauzon, future wife, their daughter and granddaughter, of all the goods moveable, immoveable, acquired separately and in common, their own

and others that may be found and belong to the first dying, on the day of his decease, in whatever they consist or may consist, and in whatever place they may be situated, by the said survivor to enjoy and dispose of with entire ownership, as of goods belonging to him.

Art. 7th. This deed of gift so executed, on condition that on the day of the death of the first dying, there be no child born or to be born of the said marriage, and, in case there should be any, it shall become and be null and of no effect.

Art. 8th. If, nevertheless, the said children should die before marriage or attaining the age required by the laws, to enable them safely to dispose of their goods, then the said donation shall have again *it* force and effect, and be executed according to its form and tenor, and in the same manner as if there had come no child of said marriage.

Art. 9th. And to have put upon record the present contract, whenever there may be occasion, the parties have appointed, as their agent, the bearer of a duplicate of it, which shall be, in consequence, made and signed duplicate, to be deposited with a public officer or in the clerk's office of their house, in proper time and place.

Made and executed the said day, month, and year, as above, and the parties contracting, their parents, friends, and witnesses, have signed.

DUBOURG. [L. S]
ELIZABETH CHAUST DE LAUZON. [L. S.]
FRANCOIS CHAUST DE LAUZON. [L. S]
DE GOURNAY CHAUST. [L. S.]
DE GOURNAY. [L. S.]
BRUSLE'VE DUBOURG. [L. S.]
CHANOT V. BRUSLE. [L. S.]

Signed, sealed, and delivered in the presence of ALEX. FORBES, WM. FORBES, WALSH, H. A. GENET, DUMAS, DE GOURNAY DESGOUTTRO, LOUISE DE GOURNAY, DE GOURNAY DE L'ENFERNA, H. DE LA VILLICOUR, ELIZABETH DE LA VILLICOUR, T. LAMOTTE, LECHR. DESGOUTTRO, V'VE. D'USTON, CHAUST V'VE. CIBAT, PAULINE DE GOURNAY.

JAMAICA, *ss.*

Be it remembered, that, on this 28th February, Anno*que* Domini 1797, personally appeared before me, Alex. Forbes, esq., a justice of the Surry assize court, Monsieur Anthony John Baptiste, Pauline Walsh, and Glaude Florentine Chauvin Dumas, three of the subscribing witnesses, and made oath on the Holy Evangelists of Almighty God that they were present, and did see the several parties to the within indenture of contract or instrument of writing, severally sign, seal, and as, for their several and respective act and deed, deliver the same for the purposes therein mentioned.

ALG. WARREN, [L. S.]
1797; *a Master of the High Court of Chancery, Judge of the Court of Common Pleas, and one of his Majesty's Justices of the Peace.*

Enrolled in the office of enrolments 3d May, 1797, lib. 442, fol. 5.
G. HARRISON, *Sec.*

Before us, Narcisse Broutin, notary public of the United States of America, in the city of New Orleans, and the witnesses hereafter named.

Sale from Joseph Wiltz to P. F. Dubourg, I.

Appeared Mr. Joseph Wiltz, owner, living two miles and a half from this city, on the same side above, present in our office, who, by these presents, has sold, made over, and transferred from this time, and for ever, and promises to guaranty from all disturbance, debts, mortgages, evictions, and other hindrance generally whatever, to the Sieur P. F. Dubourg de St. Colombe, proprietor, living in this city, now present, and accepting purchaser for him, his heirs, or assigns, four lots of ground: the first of a hundred and seventy feet front upon the river, by three hundred and sixty in depth, bounded on one side by number 4, on the other by the great promenade Wiltz, and in the depth by number 6; the second, of one hundred and seventy feet front upon the river, by three hundred and sixty in depth, bounded on one side by the number three, on the other by the appurtenances of the seller, and in depth by the number 6; the third and fourth, of each a hundred and eighty feet front upon the grand promenade, or course of Wiltz, by three hundred and forty feet deep, bounded on one side by the numbers three and four, on the other by the number ten, and in depth by the lands of the seller. The four said lots form a square three hundred and forty feet long in front on the river, by seven hundred and twenty feet in depth, and form part of the plantation by the name of Wiltz's plantation, situated two miles and a half above the city; which plantation Mr. Joseph Wiltz, who is the proprietor of it, has settled and divided into parcels or lots, by the names of pleasure grounds, as he alleges, in the plan drawn up by Mr. Laclotte, engineer, under date of the twenty-second of June last, which is signed by Mr. Joseph Wiltz, and deposited in our office. Upon which plan, the four lots nowsold are designated by the numbers three, four, six, and eight, which are now in the possession of the purchaser, who acknowledges it, and is satisfied by him to do and dispose of as he shall see fit.

The purchaser shall enjoy equally the rights and privileges in the objects delivered over by the seller, agreeably to the clauses and conditions stipulated in the prospectus inserted in the plan aforesaid; the seller promises and binds himself to have made hereafter the road marked out upon the square draught of the said plan, having ten feet foot-walk on the side of the lots fronting on the river, and forty feet of road up to the ditch.

The present sale, made with the clauses and conditions above mentioned; and, further, for and in consideration of the sum of seven thousand five hundred dollars, which the purchaser promises and obliges himself to pay to Mr. Joseph Wiltz, seller, or to the holder of these presents, in one, two, and three years, reckoning from to day, and in three equal payments, which shall be each of two thousand five hundred dollars. To secure the whole price of the present sale, the said purchaser agrees that the four lots above described, and by him purchased, may be, and continued by special privilege, pledged and mortgaged for the benefit of said seller, until the entire and full payment of the said sum of seven thousand five hundred dollars.

And, on the conditions aforesaid, the seller transfers to the buyer all the rights of property which he has and may have in the said lots by him now sold, whereof he consents, in like manner, to the entire divestment of himself above said, whose act for so promising, obliging, renouncing, &c.

Done and executed at New Orleans, in the office of our notary, the tenth of the month of July, in the year 1807, and the 32d of American independence, and in presence of Mr. Francis Murnhall and Peter Francis Si-

mon Godefroy, both witnesses requested and domiciliated in this city, who have, as well as the gentleman appearing, signed with our notary, after reading.

(Signed,) JOSEPH WILTZ.
P. F. DUBOURG.

FRA'S MURNHALL.
GODEFROY.
NARCISSUS BROUTIN, *Notary Public.*

Exact copy from the original, deposited in my office for reference. New Orleans, 27 December, 1830.

WM. CHRISTY, *Not. Pub.* [L. S.]

Sale and mortgage, E.

This day, the 19 of February, in the year one thousand eight hundred and six, and the thiriteth of the independence of America, before me, Peter Pedesclaux, notary public of the United States of America at New Orleans, appeared Mr. Peter Marin, who, by these presents, promises to sell, make over, quit, and relinquish now and for ever, and in entire right of property, with a warranty from all mortgages, which I, the notary annotator, certify as to this, and further with warranty against any other hindrance whatever, to Mr. Peter Francis Dubourg, present and accepting, a lot situated on Dumain street, being thirty feet in front, and a hundred and fifty in depth; besides another piece of ground adjoining to it, being twenty five feet front, and thirty deep; the first belonging to the seller, having acquired it by certificate of twelfth December, one thousand seven hundred and seventy, of Charles Ximines, De Danu Therese Gallard, widow of Grandpré; and the second piece having been by him said seller of the neighboring land, which belonged to him, bounded on one side by Charlotte Grandpré; on the other, by the free negress, widow of Noel Carriere; this sale made of this lot and appurtenances, such as they are, and for the sum of seven thousand five hundred dollars, on account of which the purchaser has paid to the seller, who declares and acknowledges it, fifteen hundred dollars, for which he gives acquittance; and, as to the six thousand remaining, the said purchaser promises and obliges himself to pay them, by the special mortgage of said lot, the fifteenth of February in the next year, 1807; in consideration of all which, the seller promises fully to relinquish all right of property in the said pieces of land and appurtenances, buildings, and generally all establishments whatsoever that may be on them, to transfer them to the purchaser, who shall enjoy them, and dispose of them hereafter as his own, for so, &c.

Done and executed in office, at New Orleans, the said day, in presence of Messrs Jean Baptiste Ramirez, Joseph M. Delavillotte, witnesses, who have signed with the parties and our notary, whose act the minutes are signed.

P. F. DUBOURG.
PEDRO MARIN.

J'N B'TE RAMIREZ.
JOAQ'N LOZANO.
PRE. PEDESCLAUX,
*Not. Pub.*

Exact copy from the original remaining in my office for reference. In testimony of which, I have signed the present, and affixed the seal of my office, at New Orleans, the 27th December, 1830.

The signature of Mr. Joseph M. Delavilotte, one of the witnesses, is not affixed to the minutes.

LOUIS F. CAIRE, *Not. Pub.* [L. S.]

Sale and Mortgage, L.

This day, tenth of the month of June, in the year 1807, the 31st of American independence, before us, Peter Pedesclaux, notary public of the the U. States of America at New Orleans, capital of this territory, and in the presence of the witnesses undersigned, came Messrs. Peter Francis Dubourg and Charles Boromée Dufau, both merchants residing in this city, who have declared to us that, of their own free will, proper motion, and unbiassed inclination, they sell, make over, quit, and transfer, now and forever, and in the manner that they possess it, without reserving any thing to themselves, and with a promise to warrant from all disturbances, debts, evictions, mortgages, and other impediments generally whatever, which I, the notary annotator, certify as to the mortgage only.

To Mr. Louis Joseph Laurent Wiltz, inhabitant living in this city, now present and accepting, for him, his heirs and assigns, two plantations situated—the one seven leagues from this city down the river, and on the same side, consisting of fifteen arpens front by forty deep, adjoining on one side Mr. John Baptiste Robin, and on the other Mary Jeanin, called Victoire Bracquemard, free quarteron; and the other situated eight leagues from this city, below the river, and on the same side, consisting of seventeen arpens and a half front by forty deep, bounded by the property of Casimir Boursier, and by that of Charlotte Leclair, upon which plantation there is a large house, with a gallery before and behind, a store-house, three negro cabins, and the wood necessary for six double cabins, of thirty feet in length by fourteen wide, a rail fence of about a hundred arpens, and about four acres of arable land, and in the culture of cotton, rice, and Indian corn, thirty-six head of slaves, whereof the names, ages, and qualifications follow: Peter, negro of about 60 years, carpenter and cooper; Toby, negro of about 27 years, carpenter, joiner, very good workman; Jockey, negro of about 26 years, carpenter, little of a joiner, and very good axeman; Yocoto, negro of thirty years, carter, laborer; Valen, negro of thirty three years, carter and good hand with the pickaxe; Raphael, negro of 30 years, carter, good at the axe and pickaxe, and cowherd; Pierrot, negro of 55 years, axeman and cowherd; Ben, negro of fifty years; Prince, negro of 42 years; Rodney, negro of same age; Sambo, negro of 30 years; Leandre, of the same age; Frank, negro of 28 years; Luke, negro of 17 years; Robert, negro of 16 years; Eli, negro of 14 years—the last nine negroes, of pickaxe, shovel and axe; Elizabeth, negress of 40 years; Nancy, negress of 32 years, having the two first joints of the fingers of the hand; Diana, negress of 30 years; Clarisse, negro of 28 years; Minerva, negress of 25 years; Matilda, negress of 26 years; Alvire, negress of 18 years; Jenny, negress of 16 years—all negresses of the pickaxe and shovel; Phœbe, mulatress of 18 years, sempstress as well as many negresses; David, of 9 years; Sam, of 10 years; Prince, son, of 7 years; Cyrus, of 6 years; Attigue, of about 5 years, and Juliet, of 4 years. All the six little negroes: Ann, of 10

years; Henrietta, of 6 years; Phœbe, of the same age; Elsy, of 2 years, and Tema, of one year: the five little negro girls, all the horned cattle, sheep, hogs, agricultural instruments, victuals, provisions, and other articles, that are particularly described in the inventory, which the sellers have exhibited to us, to annex to these presents as they stand, and are without any warranty, on the part of the sellers, for more or less than may be found in the said articles contained in the inventory, any more than from the faults, diseases, and infirmities than may be, and discover themselves, in future, in the slaves sold, renouncing, expressly, the purchaser all manner of benefit of the law in this respect, and declaring that he has seen all, and examined them; that he has taken possession of them; that he is satisfied with them, and that he gives a discharge to the sellers, which two farms and slaves belong to the sellers by having purchased them; the farms from Mr. Peter Bertonniere, in four lots, by four acts, executed agreeably to the certificate of the present notary: that of 15 arpens seven leagues from this city, of date of 31st May, one thousand eight hundred and six, and the thirtieth May last; and that of 17 arpens and a half, at 8 leagues from this city, under date of 29th April, 1806, in favor of Mr. Dufau only, and the thirty-first May, of the same year 1806, in favor of the sellers; and the slaves, by having purchased them, one from said Peter Bertonniere, one at auction of Mr. J'h Faurie, three of the estate of the late Deonis Bienvenu, the mulatto girl at the auction of Patton and Mossy, and the thirty others of Mr. Richard Raynal Keene, according to the titles of property which the sellers have shown and relinquished to the purchaser, together with all titles and plans of the plantations in presence of our notary, and witnesses undersigned. This sale made and authenticated with the free will and full approbation of the parties to the clauses and conditions aforesaid; and further, for the sum of sixty thousand dollars, payable in six equal terms or periods, and *and* in equal sums, on the 15th March, in the years 1809, 1810, 1811, 1812, 1813, and 1814, with the exceptions and conditions following:

That the purchaser, besides the special mortgage of the plantations, slaves, children which may be the issue of them, and other objects sold to him, shall give a mortgage upon fifteen other slaves belonging to him. That all the slaves, as well those sold as the 15 belonging to the purchaser, shall work in the cultivation and improvement of the plantations sold, as also the children that shall be born.

That in case of the death of one or more slaves pledged in this deed, the purchaser will notify the sellers immediately of it, and replace them, and this in the course of the year of said death, so that the plantation may be always provided with the same number of negroes, which slaves, so replaced, are to be accepted by the sellers, and shall remain afterwards specially pledged until full payment.

That, to secure the payment of the above said sum, the purchaser shall place in the hands of the sellers, or their representatives, the proceeds of all the crops, and other profits generally, of what kind soever they may be, that he may have made upon the said lands and plantations sold to him, deduction being made of the expenses of working, and expenditures made for the replacing of the deceased negroes, as it is said above, which proceeds shall remain specially pledged for the payment of the aforesaid sum, at the times fixed above; and if it is not sufficient for the complete discharge of the sum due, the purchaser will pay ten per cent. interest upon the balance due, and not paid; and that if the aforesaid proceeds exceed the sum due,

the overplus shall be retained by the sellers, on account of the next payment, allowing to the purchaser a profit of ten per cent. upon all sums which he shall pay in advance.

That this last clause shall take effect only for one-third of each sum which the purchaser is to pay in the five last payments, for the first that shall fall due the 15th March, one thousand eight hundred and nine, amounting to ten thousand dollars, as well as the two-thirds of the sums of each of the five other payments, it is agreed that the purchaser is to pay them fully upon the day appointed, without, by any cause or any pretext, being able to elude or retard the payment of them.

That the purchaser shall not enjoy the advantages that the sellers give him in the preceding clauses, unless he shall render them a just and faithful account of all the profits and crops which he shall make; and that, in the contrary event, the sellers are, and remain from this moment, authorized to prosecute him, by due course of law, for the recovery of the sums due and not paid.

That if the purchaser, after having satisfied, as it is above said, the first payment fully, and the two-thirds of the sums of each of the five following instalments, with the interest agreed upon of ten per cent. per annum on the last payment not satisfied, still remains debtor at the last date, fixed on the 15th March, 1814, it shall be right to demand an extension of one or two years, to liquidate the whole in two equal instalments, and in sums equal, making good to the sellers the same interest of ten per cent. per annum upon the sum due.

That, in case the purchaser should not make full payment of the sums expressed in each term, such as it is specified in the present act, the sellers shall have the right of causing to be seized all the articles sold, jointly with the slaves belonging to the purchaser, and pledged, to have them sold, and to pay himself out of the proceeds, and this upon his simple oath and presentation of a copy of this present act, as implying a confession of judgment, without the purchaser being able to allege or object any privilege of establishment of sugar houses, or others; or, indeed, they shall have power to annul at once the present deed of sale, and have re-entry upon the objects, slaves, and plantations sold they bind themselves to reimburse to the purchaser all they may have received on account of the capital, as well as the value of the improvements, agreeably to the opinion of a jury of experienced men, and this in terms of one, two, and three years, in equal payments, this clause being, for exactness, not penal.

That the conditions of this sale being founded on the personal confidence which the sellers have in the judgment and habits of industry of the purchaser, it is expressly agreed that, if he should die before the complete payment of the present sale, his heirs, executors, and administrators, or all other assigns, shall not enjoy the advantage of any of the extensions which have been granted to him, but they shall be held strictly to pay, at the terms here fixed, without, in any event, or for any reason whatever, being able to release themselves from discharging them entirely; and they shall be moreover bound, immediately after the said decease, to give good and sufficient security, to the satisfaction of the sellers, for as much as shall remain due; in default of which, the sellers shall be and continue authorized to cause to be seized all the objects pledged, and to have them sold, upon their single oath, and exhibition of a copy of the present deed, as implying confession of judgment, without being held to produce any other proof, whereby they

are excused for being paid out of the proceeds the amount of their debt, as well capital as interest and costs.

That, in order to facilitate to the venders the exercise of their respective suits relatively to this sale, it is agreed that they shall each respectively demand and receive the half that shall come to them in the price of this sale, give acquittance of it, and sue at law for this object together or separately, and transfer their respective rights, and do and dispose of them as they see fit.

All which clauses and conditions are and have been accepted by Mr. Louis Joseph Lauzentz Wiltz, who promises to execute them, and punctually to perfect the accomplishment of which he binds his present property and future, renouncing all the laws that may be in his favor, and for the greater security, as well of the payment of the above said sum of $60,000, agreeably to the terms stipulated, as it is specified in this sale, as of the accomplishment of the conditions that are inserted in it, without the general obligation derogating from the special, nor this from the general: he binds and mortgages specially, besides the plantations, slaves that shall be born, and all the objects that are sold him, fifteen other slaves belonging to him, which are free from all other pledges, which I, the notary annotator, certify, named Isidore, negro, of 30 years, carter, laborer, and good at the axe; Martin, negro, of 37 years, creole laborer, carter, and good axeman; Hector, negro, of 58 years, carter, and good at using the pickaxe; Dagnan, negro, of 55 years, creole carter, laborer, and good at pickaxe and axe; Louise, negress, of 40 years—Rose, negress, of 36 years—Elen, negress, of 13 years—Catherine, of 12 years—all four creoles, good at shovel and pickaxe; Mary Louisa, negro girl, creole, of eight years—Joseph, negro, of 18 years—Apollo, negro, of 15 years—John, negro, of 16 years—Narcisse, negro, of 15 years, and Anthony, negro, of 16 years—all the five good at pickaxe and shovel; which plantations, slaves, children that shall be born, and other objects expressed, he promises neither to sell nor alien until he have acquitted himself entirely towards the sellers, or until he obtain a release of them from the present pledge, wishing all acts to the contrary to be void, of no force or effect; which has been accepted by the sellers, who have declared that they have seen and surveyed the said fifteen slaves, and that they are satisfied with them, in consequence of which they agree to divest themselves in favor of the said Mr. Louis Joseph Laurent Wiltz, the purchaser of all their right of property in the above said plantations, slaves, and objects sold, by the said purchaser, his heirs or assigns, to enjoy and dispose of as of a thing belonging to him, now and forever, for so, &c., obliging, &c., promising, &c., binding, &c., whose act and adjudged with their consent.

Done and executed in office, at New Orleans, the day and year as above, in presence of Messrs. John Baptiste Ramirez, John M. Delarme, and Joachin Lozano, witnesses, who have signed, as well as the parties, and our notary undersigned.

The minutes are signed— P. F. DUBOURG.
C. B. DUFAU.
LOUIS JOSEPH LAURENT WILTZ.
DELARME.
JOAQUIN LOZANO.
PIERRE PEDESCLAUX, *Notary.*

Copy compared with the original, deposited in my office for reference; in testimony of which I have signed the present, and affixed the seal of my office, at New Orleans, the 28th December, 1830.

LOUIS T. CAIRE, *Not. Pub.* [L. S.]

*Copy of inventory annexed to the above bill of sale.*

Inventory of animals, utensils, agricultural implements, and provisions, that are on the plantation of P. F. Dubourg and C. F. Dufau, which they have sold to Mr. Louis Joseph Laurent Wiltz, according to the act done this day, in the office of Mr. Pierre Pedesclaux, notary public, to wit:

22 oxen,
3 bulls,
6 cows,
6 bullocks,
4 calves,
} in all, 41 horned cattle.

30 sheep, lambs and rams.
10 hogs, large and small.
2 new ploughs.
1 new stud horse.
1 new harrow.
1 cart that has been in use.
2 pair new wheels.
1 new iron mounted axletree.
1 marking iron, marked D. D.
28 new axes.
10 new narrow spades or shovels.
24 new pickaxes.
2 new adzes.
1 new saws.
1 new master key.
2 new handsaws.
1 new Tour a gauche.
3 mill stones, middle sized and new.
1 oil stone.
1 grist mill, large and new.
8 files, assorted, new.
24 pairs new dovetail hinges.
2 knives and two handles, new.
1 Tabais, new.
1 new compass.
1 new iron rule, of three feet.
1 new iron square.
5 large and middle size augers.
1 dozen new gimblets.
2 new adzes, with handles.
1 new hammer.
1 new socket chisel.
2 herminettes a peux, new.
2 new galleys.
2 new planes.
1 plane of eight irons, new.

1 pair of jack planes, new.
2 carpenter's lines.
2 bundles fil de petre a cerdeaux.
4 pounds whiting and a half pound red lead.
1 fishing line and about 40 French fathom cordage.
67 empty bags.
3 Chalons of Kentucky, full of plank.
10 large and middle sized boilers or chaldrons.
6 beef hides.
18 cane chairs.
1 bedstead and 2 mattrasses.
1 syringe.
2 dozen glasses.
2 do bowls.
1 gridiron, 1 frying pan, 1 box soap.
114 barrels corn, 2 barrels rice, 1 barrel peas.
20 barrels flour, 6 hundred weight biscuit.
12 half barrels buckwheat flour, 4 barrels beef.
1 barrel of pork, one barrel semi-soak, 2 barrels salt, 2 trams.
2 demijohns taffia, 1 demijohn vinegar; in which quantity of provisions, are comprised those in course of consumption since the first of April last. In testimony of which, New Orleans, the 2d June, 1807.

(Signed) C. B. DUFAU,
P. F. DUBOURG.

I, Louis T. Caire, notary public, in and for the city and parish of New Orleans, certify that the preceding is a true copy from the original, annexed to a sale of a plantation made by Messrs. Peter Francis Dubourg and Charles Boromèe Dufau, a Mr. Louis Joseph Laurent Wiltz, by certificate of Peter Pedesclaux, then notary, of date of the 2d June 1807. New Orleans the 28th December, 1830.

LOUIS T. CAIRE,
*Notary Public.* [L. S.]

Statement of the affairs of P. F. Dubourg, in 1811, A.

This is a catalogue as well of my personal property as my household property.

PERSONAL.

Mortgage on the plantation the Réuneon, belonging to Messrs. Wiltz, Masicot, and Dufau, for the sums hereafter enumerated, fixed on the 15th March, &c., demandable now $8,063 72
To fall due on the 15th March, 1812, - 5,000 00
15th March, 1813, - 5,000 00
15th March, 1814, - 5,000 00

$23,063 72

N. B. My contract of sale to Mr. Wiltz has been executed at the office of Mr. P. Pedesclaux, and bears date 2d June, 1807. There is a special mortgage not only upon the plantation and 36 negroes also sold, but besides upon 15 negroes more that have been put upon the said plantation at the time of

taking possession, with the clause of keeping there always the same number of negroes, the distant payments bearing an interest, of 10 per cent. a year. It is also stipulated by the contract the case happening, that Mr. Wiltz should demand it, the owner, of every thing else by inheritance or otherwise, he will be bound to acquit himself to the venders, even before the end of the terms, without the deduction of the interest demandable of him. Mr. Wiltz, selling one part of the said habitation to Messrs. Massicot & Dufau, has saved my rights, and has stipulated besides that I shall be paid first.

This plantation is now in the best possible condition, and of large profits.

My house Dumain street, insured by the Phœnix Company, $ 10,000 00

Plantation in the Faubourg Wiltz, containing thirty-four lots entirely paid for and free from all mortgages:

| | | |
|---|---|---|
| First cost | 7,500 00 | |
| Principal House, for servants, kitchen, Pigeon house, yard, stable and enclosure, | 2,500 00 | |
| Beasts, milch cows, farming utensils, furniture and implements, | 1,000 00 | |
| | | 11,000 00 |
| House and land in the Faubourg Marigny, - - - | | 1,400 00 |
| 15 slaves, of whom 7 domestics and of merit, 2 negresses, do 4 mulatto women, do 2 mulatto children, | | 11,000 00 |
| Household goods, linen and silver, - - - | | 4,000 00 |
| Brig Alexandrine and her cargo, - - - - | | 4,000 00 |

N. B. The supercargo of this vessel has been a long time detained at Cape Francois, where he has been compelled to sell his vessel payable in goods: not finding any vessel to make his returns here, as he was ordered to do, he has been to manage some business in Jamaica, but a letter dated on the 7th of May, from Kingston, informs me that he will return to the Cape in eight days, and that afterwards he will despatch a vessel for this port with his coffee.

One-third of a plantation of 34 arpens front down the river, with cypress vineyard, cost and expenses since about six years 1,850 00

C. B. Dufau, in his own account, for so much paid on account of the debts of Dubourg & Dafau, - - 3,700 00

Dupuy, reimbursements of three bills, from the 29th March, 1810, with interest to this time, - - - - 1,200 00

N. B. I have a renewal for this purpose on Mr. Joly, who has promised me the repayment immediately out of the proceeds of a cargo to his address.

| | |
|---|---|
| Five shares in the Bank of Louisiana, - - - | 500 00 |
| Five shares in the Navigation Company, - - - | 350 00 |
| One share in the Theatre, - - - - - | 500 00 |
| Interests in divers vessels despatched for Europe, of which I have not any result, cost of goods, - - - | 6,500 00 |
| Property in Attakapas, sold by J. Joly, - - - | 6,000 00 |

Partnership Property.

| | | |
|---|---|---|
| Solomon, negro of 30 years, strong and well made, an excellent sawyer, long time cook, butcher, greeur de bateaux, rower, and fit for any kind of work, Anne, negress of 40 years, good cook, washerwoman, seamstress, Tom, her son aged 10 years, Tom, negro of 28 years, laborer, | | 2,560 00 |
| Flails, weights, 2 steelyards, goods and implements of office, | | 500 00 |
| Sum and amount of the partnership, | | 3,150 00 |
| Land in Attakapas, bought of Mr. Berry, three years ago, | 1,000 00 | |
| Merchandise, consisting in cotton and cordage, | 1,600 00 | |
| 2 negresses and 1 negro at A. D. Tureau's, | 1,400 00 | |
| Property in part of a store in Attakapas, and half of a pretty plantation in the county of Acadia, sold by J. Joly, | 6,000 00 | 6,000 00 |
| Shares in the Bank of Louisiana, | 1,000 00 | |
| " " of the citizens, | | |
| Sundry bills and debtors on account, | 22,236 35 | |
| Agency in sugar to the continent, | 2,400 00 | |
| Profits supposed on return of slaves from Baltimore, | 1,000 00 | |
| Total | | $124,650 07 |

Passive as well on my account as Dubourg & Debuy's.

| | Bills to pay. | discounted. | not discounted. | Total. |
|---|---|---|---|---|
| 1811. | | | | |
| May, | for Joly, | 640 00 | | 2,416 66 |
| " | on our account | | 1,776 66 | |
| June, | for Joly, | | 2,167 81 | 2,167 81 |
| " | on our own account | 1,655 00 | | 1,655 00 |
| " | on our own account | 7,145 00 | 8,278 05 | 15,423 05 |
| July, | on our own account | 14,380 00 | 5,426 00 | 19,806 00 |
| August, | do | | 4,351 90 | 4,351 90 |
| Sept. | do | 3,069 04 | 3,069 04 | 3,069 04 |
| Nov. | do | 266 00 | 266 00 | 266 00 |
| Dec. | do | | 1,483 88 | 1,483 88 |
| 1812. | | | | |
| April, | do | | 2,240 00 | 2,240 00 |
| May, | do | | 268 00 | 268 00 |
| | | 23,820 00 | 29,327 34 | 53,147 34 |
| Due to sundry persons on account, | | | | 11,056 00 |
| | | | | 64,203 34 |
| Total of the active, | | | | $124,650 07 |
| " of the passive, | | | | 64,446 73 |
| Excess of the passive, | | | | 60,446 73 |

New Orleans, May 30, 1811. P. F. DUDOURG.

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Deposite of Private Act,—D.

Before Marc Lafitte, notary public in the city of New Orleans, Territory of Orleans, United States of America, and in presence of the witnesses hereafter named—

Came Mr. Peter Francis Dubourg, broker and agent in this city of New Orleans, residing then, Dumain street, who, by this present act, has deposited in our office, and requested us to put and register in the current register of of our acts, an act under private seal of a sale executed the 31st January, of the present year, and signed by Mr. Jacques Joly, also a merchant in this city, by which the latter sells to the former his interest in the store that he has on the Coast Gelée, country of Attakapas, under the direction of Mr. Hy. Pintard, merchandise, credits, and also immoveables, and in the manner conveyed in the said sale under the private signature: which, after having been signed, *ne varietur*, by the said Mr. Dubourg, and endorsed by the notary public undersigned, is and remains hereto annexed for all necessary copies to be delivered, whose act—

Done and executed at New Orleans, in office, the first day of the month of March, 1811, the 35th year of the independence of the United States of America, in presence of Messrs. Philip Carlier D'Autremer et Rudolph Scheuder, residents, witnesses for this purpose called; and, having come, who have signed with the said Mr. Dubourg requesting, and the notary public.

P. F. DUBOURG.
RUD. SCHEUDER.
CARLIER D'AUTREMER.
M'RC LAFITTE,
*Notary Public.*

I, the undersigned, Jacques Joly, agree to sell and make over to Mr. P. F. Dubourg, all my interest in the store which I have on the Cote Gelée in the district of Attakapas, under the direction of Mr. Hy. Pintard, consisting of divers merchandise as well in nature as the debts arising from the last consignments, I have made to the said Mr. Pintard, according to the catalogue of of which I have delivered him a copy, making him equally a transfer and sale of the house along with the store, and where the said Mr. Pintard lives; and this for a sum of thirteen thousand nine hundred and sixty-seven dollars, which I have received from him at different times, promising, when I shall be requested by him, to repair to a notary public's to deposite the present, under private seal, to which I give the same force as if from this moment it was executed before a notary, promising afterwards to give notice to the said Pintard of the present agreement, the said Mr. Dubourg promising, on his part, to fulfil to Mr. Pintard, who are parties in our deed of partnership, of date of the 5th May, 1810.

Done at New Orleans, the 31st January, 1811.

(Signed) J'QUES JOLY,
Ne varietur. (Signed) P. F. DUBOURG.

Signed and paraphrased by me, notary public undersigned, in the city of New Orleans, United States of America, according to the act of deposite, on this day, first of the month of March, 1811, the 35th of the independence of the United States of America.

(Signed) M'C LAFITTE, *Not. Pub.*

True copy. New Orleans, the 28 December, 1830.

A. MAZUREAU, *Not. Pub.* [L. S.]

Declaration of Sale,—H.

In the city of New Orleans, in the State of Louisiana, the 28 January, 1830, and in the 54th year of the independence of the United States of America, before me, Felix de Armas, notary public, duly commissioned in and for the city and parish of New Orleans, there residing, and in presence of the witnesses hereafter named and subscribed, personally appeared Madame Angelique Genevieve Langulier, widow of the late Mr. Jacques Philip de Scilly, living in this city, of the one part, and Mr. P. F. Dubourg de St. Colombe, also living in this city, of the other part

And the said widow Scilly declared, that, on the 22d June, 1803, the period when she was at Kingston, island of Jamaica, she granted to Madam Elizabeth Chaust de Lauzen, wife of the said Mr. Dubourg, of St. Colombe, a colored woman named Isabella, a Creole of St. Domingo, then aged nineteen years, for the sum of $400, which was paid her by Mr. Francis Chaust de Lauzen, father of the purchaser; who, on this same date, she, said lady, appearing, delivered to the purchaser a sale of the said slave, made under private seal, upon stamped paper, in presence of the two witnesses, to wit, Messrs Honard and Deynant, a similar paper, under private seal, being there shown him by the said Dubourg, appearing, the said widow de Scilly acknowledged it to be the same; and to have recourse to it in necessity; the said widow Scilly and the said Mr. Dubourg requesting the notary undersigned to copy it here, and to annex it to these presents, the said notary proceeded to take the said copy as follows:

I declare and acknowledge having sold and delivered to Madam Dubourg de St. Colombe, a colored woman named Isabella, Creole of St. Domingo, aged 19 years, at Kingston, many years ago, for the sum of four hundred dollars, which, (here the paper is torn, and reads, after the laceration,) de Lauzen, her father, has paid me this, (here the paper is torn, and reads, after the tear,) June, one thousand eight hundred and three.

LANGELIER VE. DE SCILLY.

Honard, witness.
Deynard, witness.

And, after the said transcribing, the said notary has hereto annexed the said paper, after which it has been signed, *ne varietur*, by those appearing, and the notary and witnesses undersigned.

And, moreover, the said widow de Scilly declares, that this day, Mr. Dubourg requesting her, 1st, to furnish expressly, in the form of an authentic sale, and in no other form, a title to the said slave. 2d. To cause to be taken by the notary undersigned, the declaration of M'me Deynant, that the signature of M'lle Deynant affixed at the bottom of the said paper, under private seal, is really that of Mr. Deynant, her husband, written in the proper hand of Mr. Deynant; this declaration is to be thus taken, since that of Mr. Deynant himself cannot be, by reason of his absence from the State. And, 3d, to cause to be taken, in like manner, the approval of the said sale by M'de Myrthe de Scilly, wife of Mr. Samuel Jarvis Peters, all of the city of New Orleans, the said lady Peters only child and heir of the said late Mr. Jacque de Scilly, her father.

In consequence, the said lady, widow Scilly, declares, that since the said day, 22d June, 1803, and for ever, she has sold and delivered, under every warranty of right, the laws and customs in force in said Kingston, Jamaica, to the said lady de Lauzen, wife of the said Mr. Fran-

cis Dubourg de St. Colombe, this day deceased, but the said sale, accepted by the said Mr. Dubourg de St. Colombe, for the heirs and assigns of the said late lady, his wife.

The said colored woman, Isabelle, then age 19 years, the said sale made for the aforesaid sum of four hundred dollars, which the said widow de Scilly acknowledged to have received at the said time, by giving, as in fact by these presents she gives, upon relinquishment, acquittance, and discharge.

In consideration of which payment made and received, the said lady, widow de Scilly, has made over and transferred to the said late lady Dubourg de St. Colombe, as in fact by these presents she makes over and transfers to the heirs or assigns of the latter, all the rights of property and others that she had and may this day have in the said colored woman, (as well as in all the children that are born of her,) by the heirs and assigns of the said late lady Dubourg de St. Colombe, who, at the time of the said sale at Kingston, was put in possession of the said slave, and who are actually in possession of her, (as well as of the children that are born of her,) to be enjoyed, done with, and disposed of, as of a thing well and truly belonging to them in sole property.

And to them came and personally appeared the said *said* lady wife of the said Mr. Daynant, living in this city, who declared that the signature Deynant put to this, under private seal, above said, and hereto annexed, and seen and examined by the said lady, widow Deynant, is well and truly that of Mr. Deynant, her husband, written in his own hand.

And also to the presents personally appeared M'me Myrthe de Scilly, wife of Mr. Samuel Jarvis Peters, both living in this city; the said lady, by the said gentleman, her husband, duly assisted and authorized, who declared that her mother, Mad'me V[illegible]. de Scilly, a party to the presents, not having yet taken any measures about the estate of the late Mr. Jacques Philip de Scilly, her husband, father of the said lady Peters, and of whom she is the sole and only heir, nor of the common property that existed between the said late Mr. de Scilly and the said widow de Scilly, a community that has continued to exist between the said widow de Scilly and the said lady Peters. These causes would give to her, lady Peters, rights in the goods possessed by the said lady, widow de Scilly, her mother, as remaining in an undivided state with the same lady Peters up to this day. It is for this reason the said lady Peters authorized, as it is said, has moreover declared that, after having taken and reading of the present act, she approves, formally, the said sale, made under private seal, in all its parts, as well as that which results from the presents, and renounces now and for ever, and never to come against her for any cause or reason whatever, which is moreover received by the said Mr. Dubourg.

Done and executed in office, the same day, month, and year above mentioned, in presence of Messrs. Felix Percy and Jules Massy, witnesses, that have signed, with the parties appearing, and the notary after reading.

(Signed) VE DE SCILLY.
MYRTHE PETERS.
SAML. J. PETERS.

FELIX PERCY.
J. MASSY.
FELIX DE ARMAS, *Not. Pub.*

True copy, compared with the minutes. New Orleans, 29 December, 1830. FELIX DE ARMAS, *Not. Pub.* [L. S.]

List of Mortgages, K.

List of the mortgages underwritten in the office of mortgages for the city and parish of New Orleans, in the name of Mr. Peter Francis Dubourg, from the 12 May, 1811, up to the first February, 1815.

L. 7, F. 71. New Orleans, Sept. term, 1811. Mortgage agreed to by deed, before M. Broutin, notary, the 7 June, 1811, in favor of the Bank of Louisiana, upon divers kinds of property declared in said act as security for the sum of $24,790.

By act before N. Broutin, of date 27 August, 1811, a partial release has been given upon the negro Henry of 18 years.

By act before Philip Pedesclaux, of 23 February, 1809, receipt for $1,500 has been given, and release agreed to on a part of a lot described by No. 6.

By act before H. Lavergne, of the 16 May, 1820, the said mortgage has been cancelled and annulled.

L. 7, F. 339. New Orleans, 3 Oct., 1812. Mortgage consented to by the said Dubourg, jointly with Paul Lanusse, Montegrit, sen., D. de la Croix, Alexis Ronami, J. B. Labatert, Montegrit, junr., Hiligsburg, Michael Fortier, and Jh. Roffignan, by act before George W. Morgan, sheriff, upon a lot of ground fronting upon St. Ann street, and measuring 60 feet on the said street, and about 70 feet front upon the Orleans street, by 155 feet nearly in depth, from one street to the other, as security for the sum of $16,500.

By act before M. Lafitte, of the 5 March, 1817, the said mortgage was cancelled and annulled.

L. S. F. 65. New Orleans, 7 February, 1814. Mortgage consented to by act before Marc Lafitte, of the 16 of February, 1814, in favor of the Bank of Louisiana, upon a lot of ground situated in this city, in Dumain street, and more fully described in the said act, as security for a sum of $3,900.

By act before Hugens Lavergui, of date of the 15 July, 1822, the said mortgage was cancelled and annulled.

L. M. No. 1, F. 86. New Orleans, 20 August, 1811. Mortgage general, resulting from a judgment rendered in the parish court for the city and parish of New Orleans, the 28 August, 1811, at the complaint of M. J. Joseph Aicard, for the sum of $232 37½ cents.

The 22 August, 1811, the said judgment was discharged.

L. M. No. 1, F. 90. New Orleans, 16 November, 1811. Mortgage general resulting from a judgment rendered in the parish court for the city and parish of New Orleans, the 13th November, 1811, at the complaint of Francis Barnondy, for the sum of $555 12½; which mortgage has been cancelled by order of the parish court, under date of the 7 February, 1812.

NEW ORLEANS, 28 *December*, 1830.

J. MERCIER, *Com.*

The undersigned, recorder of mortgages for the city and parish of New Orleans, State of Louisiana, certifies that the list preceding is a true extract from the records. New Orleans, twenty-eighth December, 1830.

J. MERCIER, *Com.* [L. S.]

List of Mortgages, J.

STATE OF LOUISIANA.

The undersigned, recorder of mortgages for the city and parish of New Orleans, certifies that, according to his records, there was not, at the date of

the 12th of May, 1811, any other mortgages remaining against Peter Francis Dubourg, than the following:

L. 4, F. 66. The first that he executed by act before Narcisse Brountin, then notary, of date of the 2d July, 1807, in favor of Mr. Joseph Wiltz, upon four lots of ground situated in the Pleasure ground: The first of a hundred and sixty deep, bounded on one side by the No. 4, on the other by the Great Wiltz course, and in the depth by the No. 6. The second, of a hundred and seventy feet front upon the river, by three hundred and sixty feet deep, bounded on one side by the number 3, on the other, by the lands of said Wiltz, and in depth by the No. 6. The third and fourth, each of a hundred and eighty front, upon the Grand Course Wiltz, by three hundred and forty feet deep, bounded on one side by the numbers 3 and 4, on the other by the No. 10, and in the depth by the grounds of Mr. Wiltz. The four said lots of ground form a long square, three hundred and forty feet front upon the river, by seven hundred and twenty feet in depth, and form part of the plantation by the name of the Plantation Wiltz. The said four parcels of ground are designated by the numbers 3, 4, 6, and 8, according to the plan deposited in the office of the said Broutin:—as security for seven thousand five hundred dollars.

Of which mortgage a release has been given by act before N. Broutin, notary, of the date of the 2d March, 1811; and cancelation was made the seventh June of the same year.

L. 6, F. 45. The second that he has executed, by act before N. Broutin, then notary, of date of 8 March, 1811, in favor of the Bank of Louisiana, upon a lot of ground and the buildings situate Dumain street, of thirty feet front by a hundred and fifty feet deep, opening twenty-five feet in the front, by thirty other feet in depth, bounded by the widow Carrien and the widow Gaynen.

Besides upon the slaves Agathe, of 30 years, Charlotte, 15 years, Honore, of 24, and Figaro, of 14, as security for eight thousand dollars.

From which mortgage, and by act before N. Broutin, the 17th May, 1807, Mr. Thomas Urquhart, in his quality of president of the Bank of Louisiana, has given a release upon so much only as it relates to the negresses named, Agatha, of 30 years, and Chaublette or Chauvette, of 15 years.

And by act before H. Lavergne, then notary, of date of the fifteenth July, 1822, Ferdinand Percy, in the name and as president of the commissioners empowered by the Bank of Louisiana, has given a final discharge of the above said mortgage, and in consequence, cancelation has been made in this office the said day.

L. 6, F. 457. The third, which he has executed in favor of Mr. Paul Lanusse, according to an act before P. Pedesclaux, in his life time, notary in this city, of date of the sixth of March, 1811, upon the slaves named Craps, of 28 years, Henry, of 18 years, Blaizes, of 28 years, Fronton, of 32 years, John, of 35 years, Victoire, of 38 years, and Gertrude, of 20 as security for four thousand dollars.

Of which mortgage a partial discharge has been given only on the negro Henry, aged 18 years, by act executed before P. Pedesclaux, then notary, of the date of the 28th August, in the year 1811.

And the 26th October, one thousand eight hundred and fourteen, full and entire cancelling of the said mortgage was made in this office, agreeably to deed of final discharge by act executed before P. Pedesclaux, notary of date of the same day.

L. 7, F. 4. The fourth consented to by the said Mr. Peter Francis Dubourg, by act before P Pedesclaux, notary, of the date of the nineteenth March, one thousand eight hundred and eleven, in favor of the Messrs. Peter and Anthony Carraby, upon his part of the four last payments upon the mortage executed in his favor, and in that of C. B. Dufan, by Louis Laurant Wiltz, by act executed before P. Pedesclaux, then notary, of date of the 2d June, 1807, as security for four thousand three hundred and twenty-nine dollars and twelve cents, in three notes of hand given by Dubourg and Dubuys—one of fourteen hundred and two dollars and twenty cents, dated the fifteenth March, 1811, payable in three months; another of fourteen hundred and forty-three dollars and four cents, dated the 19th instant, payable at six months; and another of fourteen hundred and eighty-three dollars and eighty-eight cents, of date of the 22d inst., payable in nine months, which notes are to the order of Messrs. Peter & A Carraby.

Of which mortgage, a discharge was given by act before Hugens Lavergne, notary, of date of the 22d March, one thousand eight hundred and twenty, and cancelled in this office the 18th May of the same year. New Orleans, the 28th December, 1830.

J. MERCIER, *Com.*, [L. S.]

SUPREME COURT OF THE UNITED STATES, *January term*, 1833.

I, John H. Maguire, do hereby solemnly depose on the Holy Evangelists of Almighty God, that the preceding forty-eight pages, numbered from one to forty-eight inclusive, is a true and correct translation of that part of the transcript of the record in the case of Dubourg's heirs *vs.* the U. States, which is in the French language, to the best of my ability and belief; and further, that I am not of counsel for either party, nor in any manner interested in the case.

JNO. H. MAGUIRE.

Sworn to in open court, 31st January, 1833.

WM. THO'S CARROLL,
*C. S. C. U. S.*